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Current Topics.

MR. PHILIP SPENCER GREGORY, barrister-at-law, has been
 appointed one of the Conveyancing Counsel of the Supreme
 Court in the place of the late Mr. CASSON. The appointment is
 likely to prove an excellent one. Both in point of learning,
 experience and energy (not an unimportant matter) Mr. GREGORY
 is very well qualified for the conveyancers' blue ribbon.

ON TUESDAY the Master of the Rolls made a very interesting
 statement with regard to the progress of work in the branch of
 the Court of Appeal over which he presides. The business of
 the court, he pointed out, consists of interlocutory appeals, of
 appeals in workmen's compensation cases, and of appeals from
 decisions at *nisi prius*, of which part are applications for a new
 trial, or for judgment in jury cases, and the rest are appeals
 from the decision of a judge without a jury or from Divisional
 Courts. In all these departments the court, says the Master of
 the Rolls, is fully abreast of its work. About 100 cases in the
 interlocutory list had been disposed of, and he anticipated that
 the sittings would see the whole list cleared off. The arrears in
 workmen's compensation cases existing at the beginning of the
 sittings have been dealt with, and also the cases in the new trial
 paper set down at the same time. In the list of final appeals
 there is still a substantial accumulation of arrears, which is a
 most serious matter, but Sir RICHARD COLLINS hopes that after
 Christmas assistance will be obtained from the new branch of
 the Court of Appeal over which it seems the Lord Chancellor is
 to preside.

THE INTIMATION by the Master of the Rolls that the Lord
 Chancellor is to preside over the proposed third branch of the Court
 of Appeal is, as far as we are aware, the first official statement
 that has been made as to the constitution of the court, and it
 cannot be said that it assists very much in forecasting how
 the court is to be worked. The Lord Chancellor has too many

other engagements for any great reliance to be placed on his continuous assistance, and there are still two places left to be supplied. The Lord Chief Justice ought not to be taken away from the work of his own division, and the Probate Division has been already reduced to borrowing on its own account. Unfortunately there is no ex-chancellor, and the Lords of Appeal were not included in the provisions of the Judicature Act, 1891, which made ex-chancellors *ex officio* judges of the Court of Appeal. Section 4 of the Judicature Act, 1875, contains a provision for judges of the King's Bench or Probate Divisions being summoned to attend the Court of Appeal, and perhaps it is intended to have recourse to this section. But however the court is made up, the result, it seems, must be to leave work undone elsewhere. Possibly, while the sittings of the third Court of Appeal are experimental only, no great harm will be done. But if the state of business necessitates any lengthened continuance of the sittings, further provision for manning the court will clearly have to be made.

THERE HAS BEEN some commotion about the decision of the judges of the City of London Court rescinding the practice, which is stated to have prevailed for forty years in that court, of allowing a solicitor to conduct cases on behalf of another solicitor. The practice is not uncommon in county courts, and had its origin in the fact that in a large number of the cases so handed over the amount at stake is either below the limit beyond which a fee to counsel is allowed, except by special order, or is too small to bear such fee. No doubt, however, it has been extended beyond those limits. There has grown up a class of solicitors who have become experts in county court advocacy, and it is natural and convenient that solicitors who do not care for that kind of work should hand over their cases to the experienced solicitor-advocates. This can at present only be legally done by transferring the whole case and giving notice of change of solicitors; but it is difficult to see why in small debt-collecting cases where, except by special order, no fee is allowed to counsel, the practice of one solicitor employing another to conduct the case should not be allowed. It is understood that the Bar Committee and the Council of the Incorporated Law Society are to consider the matter, and it may be hoped that some satisfactory arrangement will be suggested.

THE Hartopp divorce case has at last come to an end, after occupying the time of a judge and a special jury for thirteen working days. The question will probably be asked by many whether it was necessary that the case should have lasted such a long time. It was by no means a remarkable or a complicated case. There were no difficult or interesting points of law to be decided, and the issues and the evidence were such as this division of the High Court has to deal with every day. In fact, the newspapers would have hardly noticed the case if the parties had not belonged to what is known as "smart" society. The position of the persons concerned caused the newspapers to report the case almost *verbatim*, and to advertise it on their placards in the largest type they possess. It is hard to avoid the conclusion that this fact also was the cause of the great length of the proceedings. Everyone concerned seemed to be consciously playing to a great gallery, and keenly alive to the fact that he was taking part in a *cause célèbre*. Such a feeling must necessarily tend to spin out a trial, for when every word is read by curious millions, and criticized in every railway carriage, the very natural tendency to "show off" must be hard to resist. We do not blame any one person in particular for not resisting this tendency more strenuously, but we do say that everything was unduly spun-out except the summing-up of the judge. The examinations of the witnesses, the cross-examinations, and the speeches were all protracted most unreasonably, and much of the evidence given was futile in the extreme. Can anyone doubt that if the parties had been obscure persons this case would have been finished in (at the most) a quarter of the time it actually occupied? This is made plain by reading the summing-up of the judge, which reduced the case to its proper proportions, while not minimizing its great importance to the parties concerned. The hardship of jurors

who are kept away from their businesses for three weeks has only to be mentioned to be recognized. To some men it must be little short of a calamity to be obliged to neglect their own affairs for such a time. And the result of the trial is that the parties have been throwing mud at one another for nothing, and that their legal position towards one another is what it was when the case began!

THE TRIAL for murder arising out of the death of Mr. KENSIT, the Protestant reformer, ended in the acquittal of the prisoner, and no one who followed the reports of the evidence given for the prosecution can be surprised at the result. It was, in fact, a very weak case. Not only was there some doubt as to whether the death was caused by the wound at all, but there was very grave doubt whether the missile which caused the wound was thrown by the hand of the prisoner. It is to be noticed, moreover, that the prisoner escaped without giving evidence on his own behalf, and this alone shews how weak a case the Crown was able to lay before the jury, for nowadays jurymen undoubtedly expect an accused person to deny on oath the truth of the charge brought against him. This is especially the case when the crime consists of one simple act, as in this case, which can be denied so easily. A remarkable incident of the case was the fact that Mr. Justice JELF commented in his summing-up on the failure of the prisoner to give evidence. As the judge said, on the assumption that he was innocent, the prisoner had absolutely nothing to fear from going into the box, but nevertheless he refused to take advantage of his opportunity of so doing. As is well known, the Criminal Evidence Act, 1898, expressly provides that the failure of the accused to give evidence shall not be made the subject of any comment by the prosecution. It leaves the judge, however, absolutely to his own discretion as to making such comment. Judges seldom do draw the jury's attention to such failure on the part of the prisoner, but they might well do so far more often in the best interests of justice. To enable the jury to come to a verdict, everything in the course of the trial which is really material should be brought to their minds. No one, probably, will deny that the refusal of a prisoner to submit himself to cross-examination is, in many cases, a very serious and material matter for their consideration. The counsel for the prosecution is forbidden to direct their minds to the fact; but in our opinion the judge is fully justified in doing so, and it is sometimes his clear duty so to do. Before the Act was passed the late Master of the Rolls, then Mr. Justice A. L. SMITH, in a case under section 11 of the Criminal Law Amendment Act, 1885, commented in very strong terms upon the failure of the prisoner to deny upon oath the evidence given against him. If it was right then it is right now, for the Act of 1898 only restricts the right of the prosecution to make such comments.

TWO APPEALS under the Workmen's Compensation Acts, decided by the Court of Appeal last week, deserve notice. *Smithers v. Wallis* (reported elsewhere) was a case arising under the Act of 1900, which provides that the Act of 1897 "shall apply to the employment of workmen in agriculture," and that "where any workman is employed by the same employer mainly in agriculture, but partly or occasionally in other work, the Act shall apply also to the employment of the workman in such other work." The Act is to be read as one with the Act of 1897. In the present case the county court judge found as a fact that the claimant was employed mainly in agricultural, but partly in other work, and there being evidence of this, the Court of Appeal did not, of course, disturb this finding. The workman was killed by an accident which occurred to him while on his employer's business at a place distant upwards of three miles from his employer's premises, and the county court judge awarded compensation to him. The contention of the employer on the appeal was that, having regard to the language (above quoted) of the Act of 1900, the limitations imposed by section 7 of the Act of 1897 must be applied to cases arising under the Act of 1900, and that, therefore, to entitle a workman to compensation, the accident must have occurred "on, in, or about" the employer's premises. Many cases have been decided on the words

"on, in, or about" a railway, factory, &c., amongst them *Louth v. Ibbotson* (1899, 1 Q. B. 1003) may be referred to, in which a carter injured at a place distant a mile and a-half from the factory was held not to be entitled to compensation. The Court of Appeal, however, held that there were no words in the Act of 1900 limiting its application to employment in any physical area. The result is that in this respect the benefit of the Act of 1900 is of wider extent than that of the earlier Act, and this may have been intentional on the part of the Legislature, agricultural employment being often extended over a very large area, as in the instance, given by the Master of the Rolls, of a workman driving his employer's cattle to market. In the other recent decision (*Rees v. Penrhyber Navigation Co.*) the question was whether the applicant was "dependent" on the deceased workman's earnings within Schedule I. (1) of the Act of 1897. The applicant was the father of the deceased, and was an inmate of a workhouse: at the time of the death of the deceased he was not making any contribution towards his father's maintenance, although he had done so (under an order obtained under the Poor Law Acts) during a previous residence of the father in a workhouse, and had during an intermediate residence of the father outside the workhouse, contributed to his support. The county court judge declined to award compensation. The question of dependency is one of fact (see *Main Colliery Co. v. Davis*, 1900, A. C. 358); but in the present appeal it was contended that the legal liability of the son to contribute to the father's support (see 43 Eliz., c. 2, s. 7, and subsequent statutes) was sufficient to create "dependency" as a matter of law. The Court of Appeal declined to accept this theory and left the finding of fact undisturbed.

IN THE CASE of *Healing v. Healing*, which has just been decided by RIDLEY, J., on further consideration, the learned judge had to consider a question which is rather bare of authority. The action involved the right to recover from a lunatic money expended in the maintenance of his children during his confinement in an asylum. The plaintiff was a linendraper who had been for some years confined in an asylum. No steps were ever taken to appoint a committee of his estate, but it appeared that during his confinement in the asylum his business had been sold by one of his brothers for £200, and that this money, or the greater part of it, had been expended, with the consent of the plaintiff's wife, in the maintenance and education of his children. The question, apart from circumstances which related to the conduct of the defendant during his brother's confinement in the asylum, was whether he had any defence to an action by the brother to recover back the money, the proceeds of the sale of the business. The learned judge referred to *Read v. Legard* (6 Ex. 637). It was there held that a lunatic is liable for necessities supplied to his wife, inasmuch as he would be liable if, being of sound mind, he had neglected to provide her with necessities. But he added that the principle of *Read v. Legard* could not be extended so as to include necessities supplied to the children, for the father was under a moral liability only, not a legal liability, to support them. There was, therefore, no ground for a counterclaim in respect of the money expended by the defendant, and the plaintiff was entitled to recover. We have no wish to discuss the sufficiency of the reasoning of the learned judge, but we are a little surprised that in *Read v. Legard*, and similar cases affecting the liability of the estate of a lunatic, some attempt was not made to justify the expenditure as having been made by an agent by necessity. It will be easily understood that cases may often occur in which the interposition of an unauthorized agent is necessary to save the property of the principal from deterioration or even from destruction. It may be that the principal is necessarily obliged, as in time of warfare, to desert his property, leaving no one in charge. It may be that he becomes incapable, as in the present case, by an attack of insanity, of managing his own affairs. Even when a committee of the estate of a lunatic is appointed, this cannot be done without considerable delay, so that there is an interval during which his estate would need protection. One instance in which the existence of an agent by necessity is recognized by English law

is that of the master of a ship, who is, under certain circumstances, an agent for the owner in respect of the cargo and may borrow money upon the security of it where he has no opportunity of communicating with the owner. But the Roman law, to which it is always useful to refer in any case of doubtful principle, expressly provided for the case of a friend assuming the management of the affairs of any one who had become of unsound mind, and enabled him to recover expenses which he had reasonably incurred in this self-imposed task. The Roman law has been followed by the Code Napoleon, which, by section 1372, treats such an agency as a quasi-contract. It is also recognized by the Scottish law. It would be difficult to reconcile such an agency with the doctrine of the common law that a mere voluntary courtesy is not sufficient to support a subsequent promise. But in a case of extreme necessity, where a lunatic or his children might be in danger of perishing from want unless some friend came forward on their behalf, it would not appear unreasonable to imply a request from the lunatic to do what was necessary in the circumstances.

IT IS A settled rule that where a trustee employs the trust money in his business, he is bound, at the election of the *cestui que trust*, either to account for the actual profits made, or to pay the ordinary rate of trade interest, and this has been hitherto fixed at 5 per cent. (*Vyne v. Foster* (21 W. R. 307, L. R. 8 Ch. 309, 7 H. L. 337). In *Re Davis* (51 W. R. 8) the question was raised whether this figure really now represents the mercantile rate of interest, but FARWELL, J., held that he was not at liberty to alter it, and it would seem that he is perfectly right. It would be very inconvenient if the court had to consider on each occasion what was the correct rate of interest to allow, and although there has of recent years been a tendency for the rate of interest on gilt-edged securities to go down, it by no means follows that the same holds good with respect to money advanced for purposes of trade. This depends both on the position of the trader and the current bank rate, and it would probably be found that from a practical point of view 5 per cent. is at the present time not too high.

The Real Representative.

I.

LITTLE more than a cursory examination of Part I. of the Land Transfer Act, 1897, will suffice to disclose the nature of the difficulties which beset anyone who endeavours to arrive at the true construction of its provisions. Rules of law originally established with reference exclusively to personal estate, and statutes and decisions originally intended to apply only to personal estate, are incorporated into the Act through the medium of vague and general terms of reference, and are made to apply to real estate so far as the same are applicable. This method of enactment presents a twofold difficulty in every case. It raises, on the one hand, the question, what are the rules of law applicable under the circumstances of the case to personal estate, and, on the other hand, the question how far these rules are applicable to real estate. It is proposed to discuss here the reported decisions upon the Act with reference more particularly to their bearing upon the latter question.

The first section of the Act deals with the devolution of "real estate." What is intended to be included in that expression is left in great measure to the imagination of the reader; for no definition of "real estate" is to be found in the Act. From the decision of FARWELL, J., in *Re Harrouby and Paine's Contract* (W. N. 1902, p. 137) it appears that the marginal note to the first section—viz., "Devolution of legal interests in real estate on death," does not confine the operation of the section to "legal interests." In that case it was held that, upon the death intestate of the owner of mortgaged real estate of which the legal estate was outstanding in a trustee, the section applied so as to make the real estate vest in the administrator of the deceased as if it were a chattel real, and that section 2 (2) of the Act gave her all the rights and liabilities she would have had with regard to a chattel real, including the right to redeem and the liability

to be sued in a foreclosure action. (For a full discussion upon the meaning to be attached to "real estate" see Robbins and Maw's *Devolution of Real Estate and Administration of Assets* (3rd ed.), pp. 46-73.)

The expression "personal representative," defined by section 24 of the Act to mean an executor or administrator, has twice received judicial interpretation, first in *Re Pawley and London and Provincial Bank's Contract* (1900, 1 Ch. 58), before KEKEWICH, J., and again in *Re Cohen's Executors and London County Council* (1902, 1 Ch. 187), before BYRNE, J. In both cases the question of interpretation arose under section 1 of the Act in connection with the concluding clause of section 2 (2). By section 1, it will be remembered, real estate within the purview of the Act of a person dying after the commencement of the Act is made to devolve and become vested on his death "in his personal representatives or representative from time to time as if it were a chattel real vesting in them or him." The remaining sections are addressed to carrying out the intention of the Legislature as indicated in the preamble to the Act—viz., the establishment of a real representative by investing the personal representatives with powers, rights, and duties, and subjecting them to liabilities incident to the administration of the real estate so devolving upon them. Section 2 (2) of the Act concludes with the proviso "that it shall not be lawful for some or one of several joint personal representatives, without the authority of the court, to sell or transfer real estate." In *Re Pawley and London and Provincial Bank's Contract* it was decided that the expression "personal representative" included a person named in the will as executor and to whom liberty to come in and prove had been reserved upon a grant of probate to other executors, but who had not at the time actually proved. In *Re Cohen's Executors* it was held that the expression did not include persons appointed by the will to be special executors of land abroad, since they were not entitled to take out probate in England.

For the purpose of determining who were personal representatives within the meaning of the Act, the rules of law relative to the devolution of chattels real and to the right to probate in respect of chattels real were applied without qualification in each case, as if the real estate with respect to which the question arose were in fact a chattel real. If, as appears to be the case, this method of determining the question is one of universal application, the principal rules for ascertaining who are personal representatives within the meaning of the Act, in whom real estate devised by will must vest, may be formulated as follows: A personal representative must be regarded as deriving his authority, in respect of real estate no less than in respect of personal estate, from the will and not from the probate: see *Re Pawley and London and Provincial Bank's Contract* (supra). The extent of the authority so derived must be determined by reference to the will. If a testator appoints special executors of a particular part of the property, and general executors of the residue, the special executors must not be treated as deriving any authority whatever in respect of the residue, whether it comprise real or personal property. They must not meddle with it, nor can they be charged with it: *Sheppard's Touchstone*, p. 401; *Swinburne*, p. 604; *Godolphin*, p. 80. They are not in fact executors of it. Conversely, the general executors will not be entitled to probate in respect of the excepted property: *In Goods of Wakeham* (L. R. 2 P. & D. 396). Whether, for instance, a testator appoints special executors of his real estate and general executors of the residue of his estate, or appoints special executors of his chattels real and general executors of the residue of his estate, the special executors alone must be treated as personal representatives within the meaning of the Act. On the other hand, if he appoints special executors of his chattels real situate in Northumberland and general executors of the rest of his property, the general executors alone must be treated as personal representatives within the meaning of the Act of real estate and chattels real situate elsewhere than in Northumberland. The concluding observations of BYRNE, J., in *Re Cohen's Executors* must be considered apparently as limited to the facts of that particular case.

Further, all questions as to the continuance and determination of the same authority must be regarded as concluded by the provisions of the Probate Acts, 1857 and 1858. A person con-

stituted by will a personal representative in respect of real estate must be regarded as continuing in that capacity until his rights in respect of the executorship have wholly ceased and determined in accordance with the provisions of these Acts—viz., upon his renouncing probate, dying without having taken probate, or failing to appear upon being cited to take probate. Upon the happening of any one of these events, but in no other event, the representation to the deceased testator will go and devolve as if such person had never been appointed executor.

Lastly—and this is a point of considerable importance—a person appointed to be executor in respect of real estate must be treated as incapable of renouncing by matter *in pais*. As in the case of personal estate, he must renounce, if at all, by matter of record; and no instrument of renunciation, though in the ordinary form of a deed of disclaimer by trustees, will be effective as such until it has been recorded in the registry of the Probate Division: see *Long v. Symes* (3 Hagg. Eccl. Rep. 771), *In Goods of Morant* (L. R. 3 P. & D. 151).

Turning to section 2 of the Act, the nature of the trust imposed upon the personal representative by sub-section 1 of that section was matter for the consideration of the court in *Re Cowley* (1901, 1 Ch. 38). In that case an infant had become entitled in fee simple in possession to certain real estate as the heir-at-law of a deceased great-uncle, who had died intestate since the Act had come into operation. The infant's mother having been appointed administrator, and having cleared the estate of debts, applied to the court, by originating summons, for the appointment of trustees of the real estate pursuant to, and for the purpose of, section 42 of the Conveyancing and Law of Property Act, 1881. It was pointed out in argument that, by virtue of the Land Transfer Act, 1897, the mother appeared to be already, under the circumstances of the case, a trustee of the property for the infant within the meaning of section 43 of the former Act. In these circumstances COZENS-HARDY, J., directed the application to stand over for a disclaimer to be obtained from her. Upon the subsequent hearing of the case, a formal disclaimer by the mother of "the office of trustee, whether by virtue of the Land Transfer Act, 1897, or otherwise" was produced, and thereupon the learned judge made an order as asked for by the summons, observing, however, that he would have hesitated to do so adversely to the mother's right as guardian or otherwise.

In *Re Jones, Elgood v. Kindesley* (W. N. 1901, p. 217), the question was raised whether, having regard to the provisions of the Land Transfer Act, 1897, the costs, charges, and expenses incurred in the administration of an estate consisting of both realty and personalty should now be borne rateably as between the real and personal estate, or whether the old rule, that only the costs so far as they have been increased by the administration of the real estate, should be borne by the real estate, still applied. BUCKLEY, J., decided in favour of the latter view, holding that the case was met by the proviso to sub-section 3 of the second section of the Act, and that no part of the expense of obtaining probate or letters of administration ought to fall on real estate.

(To be continued.)

The following commission days have been fixed by the judges for holding the ensuing Winter Assizes on the Northern Circuit—viz.: Appleby, Monday, January 19; Carlisle, Wednesday, January 21; Lancaster, Monday, January 26; Manchester, Thursday, January 29; Liverpool, Saturday, February 14.

The following are the circuits of the judges for the ensuing Winter Assizes: South-Eastern Circuit, the Lord Chief Justice and Mr. Justice Lawrence, the latter going the first part and the Lord Chief Justice the second half of the circuit; Northern Circuit, Mr. Justice Grantham and Mr. Justice Walton; Midland Circuit, Mr. Justice Wills and Mr. Justice Kennedy, the former judge not joining the circuit until Nottingham is reached, after which Mr. Justice Kennedy will return to London, while Mr. Justice Wills proceeds to Warwick and Birmingham; Oxford Circuit, Mr. Justice Darling and Mr. Justice Jelf, the former not joining the circuit until Stafford is reached, and at the conclusion of the business there Mr. Justice Jelf will return to town, while Mr. Justice Darling will join Mr. Justice Wills at Birmingham; North Wales Circuit, Mr. Justice Bruce; South Wales Circuit, Mr. Justice Phillimore; North-Eastern Circuit, Mr. Justice Ridley and Mr. Justice Bucknill; Western Circuit, Mr. Justice Bigham and Mr. Justice Channell, the latter not joining the circuit until Exeter is reached.

Sale by a Company of Its Undertaking.

It may now be taken to be settled that the clause which was formerly inserted in articles of association depriving shareholders of their rights under section 161 of the Companies Act, 1862, is ineffectual for this purpose, and hence special interest attaches to the decision of BUCKLEY, J., in *Doughty v. Lomagunda Reefs (Limited)* (51 W. R. 29; 1902, 2 Ch. 837) that a sale may be made by a company with a view to winding up which would not be permissible to a liquidator in the winding up except upon terms of giving full effect to section 161. The object of the section was explained by CHITTY, J., in *Cotton v. Imperial, &c., Corporation* (1892, 3 Ch. 464). "The gist of the enactment," he said, "is this—that the liquidators in a winding up, instead of selling for money, may sell for shares; but, as a safeguard against that and against imposing possibly a liability upon a member of a company which is being wound up by seeking to force upon him shares which were not fully paid up, the Legislature has, by way of protecting his interest, said in substance that if he dissents he may receive the value of his shares in money." Or—to follow more closely the language of the section—upon any sale by the liquidators, with the sanction of a special resolution, in consideration of shares, a dissentient member may require them either to abstain from carrying the resolution into effect, or to purchase his interest at a price to be determined either by agreement or by arbitration under section 162.

To avoid the inconvenience of this resort to arbitration, the clause in the articles of association which has hitherto been usual provided that a dissentient member should not have the rights conferred upon him by section 161, but instead thereof should only receive the proceeds of a sale by the liquidators of the shares to which he would be entitled. But grave doubt was thrown by *Re Peveril Gold Mines (Limited)* (46 W. R. 198; 1898, 1 Ch. 122) upon the validity of any article which purported to deprive a shareholder of his statutory rights. In that case the right in dispute was the right given by section 82 of the Companies Act, 1862, to every contributory to petition for the winding up of the company. The articles of association purported to place certain restrictions on the exercise of this right, but it was held by BYRNE, J., and the Court of Appeal that the restrictions were void. "In my opinion," said CHITTY, L.J., "this condition is annexed to the incorporation of a company with limited liability, that the company may be wound up under the circumstances, and at the instance of the persons prescribed by the Act, and the articles of association cannot validly provide that the shareholders, who are entitled under section 82 to petition for a winding up, shall not do so except upon certain conditions."

But though the decision in *Re Peveril Gold Mines (Limited)* was directed to section 82, similar considerations obviously apply in any other case where the articles attempt to override the statutory rights of shareholders, and this has been recognized with regard to section 161 in *Baring-Gould v. Sharpington, &c., Syndicate* (47 W. R. 564; 1899, 2 Ch. 80) and *Payne v. Cork Co. (Limited)* (48 W. R. 325; 1900, 1 Ch. 308). In the former of these cases an attempt was made to support the articles of association upon the ground that they form an agreement between the members and the company. As already stated, the price of the dissentient shareholder's interest may be ascertained under section 162 by agreement, and it was urged that the clause in the articles of association that he should receive the proceeds of a sale of the shares made by the liquidator was equivalent to an agreement for the purpose of section 162. But although, by virtue of section 16, the articles rank for some purposes as an agreement between the members under seal, yet they are not an agreement as between the company and each member, and clearly they are not such an agreement as is contemplated in section 162. "That agreement," said LINDLEY, M.R., in *Baring-Gould v. Sharpington, &c., Syndicate*, "whatever it may be, must be an agreement between the company on the one side and the member on the other, the company being represented by the liquidator. . . . To say that the agreement referred to in section 162, as one to which the mind of the dissentient member and

the mind of the company represented by the liquidator is to be addressed, can be replaced *en bloc* by one of the articles of association, binding all the members, whether dissentient or not, would, as it seems to me, be an unwarrantable extension or interpretation of the word 'agreement' in section 162." And since the articles were not an agreement within the meaning of that section, they were powerless to deprive the dissentient shareholder of the rights conferred upon him by section 161. "Any contrary interpretation of the section," said the same learned judge, "would come to this, that the company could by the articles of association made beforehand—before there was any dispute with a dissentient member—bind all the members, and deprive them of the benefits conferred on them in the event of their becoming dissentient members under section 162. I do not think this can be done by the articles of association." In the subsequent case of *Payne v. Cork Co. (Limited)* (*supra*), STIRLING, J., naturally regarded this judgment of Lord LINDLEY's as decisive that it is impossible by articles of association to deprive dissentient members of the benefits conferred on them by section 161.

But sections 161 and 162 apply only to a sale by the liquidators in a winding up, and it is possible, therefore, that the company itself, previously to a winding up, can effect a sale of its undertaking without incurring the necessity of complying with the requirements of section 161 as to dissentient shareholders. It is true that section 161 opens with the words "When any company is proposed to be, or is in the course of being wound up altogether voluntarily, and the whole or a portion of its business or property is proposed to be sold or transferred to another company," and hence the section is designed to meet the case of a proposition for sale put forward before the winding up; but the actual sale is to be made by the liquidators, and the power for this purpose is conferred on them by section 161. If, however, the company's memorandum of association contains the usual clauses enabling the company to sell its undertaking for shares in another company, and to distribute the property of the company *in specie* among the members, there is no necessity to have recourse to section 161. The sale may be made by the company itself prior to liquidation, and the shares may be distributed among the members in the liquidation. This course was sanctioned by CHITTY, J., in *Cotton v. Imperial, &c., Corporation* (*supra*). A resolution was passed at an extraordinary general meeting of the company held on the 13th of April, 1892, approving the sale of the undertaking to a new company; and though a resolution for voluntary winding up which was proposed on the same day was not then carried, a similar resolution was passed and confirmed in the following month, and it was also resolved that the liquidators should divide among the members of the old company the paid-up shares received as the consideration for the sale. CHITTY, J., held that this arrangement was within the powers of the company under its memorandum of association, and was in no way affected by section 161. That section, he observed, contained no prohibition. "It is a power conferred upon the liquidators for the more convenient winding up of a company, and it is not a violation of anything to be found in that section for a company, by its own memorandum of association, to take power to sell its assets for shares in another company."

In the present case of *Doughty v. Lomagunda Reefs (Limited)* (*supra*), where a similar power was contained in the memorandum, BUCKLEY, J., suggested that the proper function of the memorandum was to define the objects of the company as a going concern. "If," he said, "the matter were untouched by authority, I think that there would be room for a great deal of argument to shew that the objects referred to are those which the company is to carry out for the purpose of earning a profit—what I may call the 'living' objects of the company, acts which it has to do as a living corporation, with a view to a profit—and do not include clauses addressed to the disposal of the assets of the company at a time when it was no longer going to carry on its undertaking." But, however natural such a view of the functions of the memorandum may be, it is opposed both to the judgment of CHITTY, J., in the case cited, and to common practice, and BUCKLEY, J., did not feel at liberty to act upon it. He held accordingly, that a sale might be made by the company outside section 161, although it was made solely

with a view to winding up, and although some of the details were left dependent upon the results of the winding up. Now that the article excluding section 161 has been held to be invalid, this method of carrying out a sale to a new company will probably be even more extensively resorted to than it has hitherto been.

Reviews.

Licensing.

THE LAW OF LICENSING IN ENGLAND, INTOXICATING LIQUORS, THEATRES, AND MUSIC HALLS. INCLUDING THE PRACTICE OF LICENSING SESSIONS, THE REGISTRATION OF CLUBS, AND ALL THE PROVISIONS OF THE LICENSING ACT, 1902; WITH A FULL APPENDIX OF STATUTES AND FORMS. SECOND EDITION. By JOHN BRUCE WILLIAMSON, Barrister-at-Law. William Clowes & Sons (Limited).

Of the many text-books on the law of licensing this is one of the best. It is comprehensive, but at the same time concise. It is well written, readable, and interesting. This new edition comes at an excellent time, for the Licensing Act, 1902, comes into operation on the 1st of January next, and is one of the most important Acts of recent years. A multitude of small books on the Act itself have lately appeared, but here we have a book which treats the coming changes as part of the whole system of licensing law, and so enables the reader to view those changes in their proper proportions and in their proper places in that system. Besides this Act the Intoxicating Liquors (Sale to Children) Act, 1901, has been passed since the first edition of this book was published. Recently, too, we have had the decision of the Court of Appeal in *Re v. The Farnham Justices* (50 W. R. 573), which is the most important case on this branch of the law since *Sharp v. Wakefield* was decided by the House of Lords in 1891. All this new matter is clearly and ably dealt with in the book. In the appendix all Acts of any importance bearing on the law of licensing are given in full, with notes and cross-references; and there are also a large number of useful forms. The book is a thoroughly useful and reliable work on the subject.

SUPPLEMENT TO MONTGOMERY'S LICENSING LAWS, CONTAINING THE INTOXICATING LIQUORS (SALE TO CHILDREN) ACT, 1901, THE LICENSING ACT, 1902, AND ALL RECENT DECISIONS RELATING TO THE SALE OF INTOXICATING LIQUORS, AND TO THEATRES, MUSIC, DANCING, AND BILLIARDS. By R. M. MONTGOMERY, Barrister-at-Law. Sweet & Maxwell.

Mr. Montgomery's book on the licensing laws is a very useful book, and a well-known one. It is unfortunate, however, that the second edition should have been published in 1900, so short a time before the recent important changes in the law. This has had the effect of putting an almost new book very soon out of date, and to obviate the difficulty this supplement has been prepared. It is divided into chapters which follow the order and arrangement of the latest edition of the main work, and each chapter contains an account of the changes in the law treated of in the corresponding chapter of that work. Chapter I. contains a very full treatise on the Registration of Clubs, which is, of course, an entirely new subject. It is a little awkward to have to turn from one volume to another, and to find one often corrected and varied by the other; but, short of bringing out a new edition, the author has made the best of the situation, and the two books together supply a very complete and accurate treatise on licensing law.

THE LICENSING ACT, 1902: BEING AN ANNOTATED EDITION OF THE ACT, WITH A GENERAL INTRODUCTION AND SUMMARY OF ITS PROVISIONS. By JOSHUA SCHOLEFIELD and GERARD R. HILL, Barristers-at-Law. Butterworth & Co.

This little book is one of many similar works which have recently been published. The Act which is just about to come into operation affects so many persons of different classes that there must be a great demand for accurate information as to the new law. Such information is supplied by this book, which consists of a short summary of the Act, followed by its text, with explanatory notes. These notes are well written and to the point, and the book seems to be quite reliable.

Case Stated.

THE LAW AND PRACTICE OF A CASE STATED BY A COURT OF SUMMARY JURISDICTION FOR THE OPINION OF THE HIGH COURT; WITH PRECEDENTS OF A CASE, AFFIDAVITS, NOTICES, AND BILLS

OF COSTS. By A. C. FORSTER BOULTON, Barrister-at-Law. Butterworth & Co.

It is impossible to look through a volume of law reports without being struck by the number and importance of the matters decided by the High Court upon cases stated by justices. Many of these matters are of close personal interest to most of the community, such as questions touching the adulteration of food and the public health. To obtain a decision of the High Court, however, on one of such questions, is a process surrounded by technical difficulties, and it is extremely easy for a would-be appellant to be entirely shut out from his right of appeal by some mistake in procedure. In spite of this, the books in general use on summary procedure are rather weak in their exposition of this branch of practice. This book is an attempt, and a very successful attempt, to atone for this weakness. It explains with minuteness and clearness the conditions precedent to appeals from justices and the necessary steps to be taken in order to bring them before the High Court. The book will probably be found an extremely useful one, and one which will prevent many serious mistakes from being made. The most interesting chapter is that which professes to illustrate, if not define, the distinction between law and fact. It is astonishing how many appeals fail on the ground that the question raised is one of fact and not of law. A finding of fact by justices will not, as a rule, be reviewed by the High Court. It is extremely difficult, if not impossible, to define the distinction; but this book goes a long way towards making the distinction less vague than it has hitherto been, and a study of it may save the expense of many a fruitless appeal.

Workmen's Compensation.

DIGEST OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1900, WITH THE ACTS, ANNOTATED AND INDEXED. By MAX A. ROBERTSON, Barrister-at-Law, and A. T. GLEGG, Advocates. Stevens & Sons; Edinburgh: William Green & Sons.

This book constitutes a very useful compendium of the statute and case law upon this subject. The decisions included are those of the House of Lords, the English and Irish Courts of Appeal, the High Court in England, and the High Court of Session in Scotland; the digest contains a short report of each case, with references to the authorized reports, and the notes to the Acts contain references to the digest; the cases are thoroughly up to date, and their number (upwards of two hundred) bears testimony to the amount of litigation to which this legislation has led.

WORKMEN'S COMPENSATION CASES: BEING REPORTS OF CASES DECIDED UNDER THE WORKMEN'S COMPENSATION ACTS, PRINCIPALLY TAKEN FROM THE LAW TIMES REPORTS AND THE TIMES LAW REPORTS. VOL. IV. Edited by R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

This series of reports is well edited and no doubt serves a useful purpose, although, as appears from the title, the cases contained in it are for the most part reported elsewhere. The usefulness of these reports would be considerably enhanced if Scottish and Irish decisions on the same Acts were included.

Books Received.

The English Reports. Vol. XXII: Chancery II., containing Equity Cases Abridged; Vol. 2 Cases in Chancery; and Freeman's Chancery Cases. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Principles of Equity. By WALTER ASHBURNER, M.A., Barrister-at-Law. Butterworth & Co.

The Licensing Acts, being the Licensing Acts, 1828 to 1902, together with all the Inland Revenue, Innkeepers, Sunday Closing, and Grogging Acts relating thereto; with Introduction, Notes, and Forms, and Reports of *Sharp v. Wakefield*, *Boulter v. Kent Justices*, *Re v. Farnham Justices*. By the late JAMES PATERSON, M.A., Barrister-at-Law. Fourteenth Edition. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons. Butterworth & Co.

The Law of Employers' Liability and Workmen's Compensation. Third Edition. By THOMAS BEVEN, Barrister-at-Law. Waterlow Bros. & Layton (Limited).

A Practical Guide to the Licensing Act, 1902, with Notes and Comments and References to Previous Licensing and other Acts. By CHARLES L. ROTHERA, B.A. (Lond.), Solicitor. Jordan & Sons (Limited).

The Students' Guide to Procedure in the King's Bench Division of the High Court and to the Law of Evidence. By JOHN INDERMAUR, Solicitor, and CHARLES THWAITES, Solicitor. Third Edition. By CHARLES THWAITES. Geo. Barber.

American Law Review, November-December, 1902. Editors: SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

A Treatise on the Law of Contracts. By C. G. ADDISON, Barrister-at-Law. Tenth Edition. Edited by A. P. PERCEVAL KEEP, M.A., Barrister-at-Law, and WILLIAM E. GORDON, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Taking of Evidence on Commission, including therein Special Examinations, Letters of Request, Mandamus, and Examinations Before an Examiner of the Court. By W. E. HUME WILLIAMS, Q.C., B.A., LL.B., and A. ROMER MACKLIN, B.A., LL.B., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

Correspondence.

The Practice of the Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—The object of my letter to you of the 2nd inst. was to establish the proposition that the registered proprietor of a registered charge under the circumstances referred to would be in a position to confer on a purchaser from him a good title to the land charged.

It is true that I remarked in my letter that the conveyance of the legal estate to the chargee in the case supposed would strengthen his position as vendor. In support of this view (apart from other considerations) I may point out that the right of creating unregistered estates, rights, and interests in and to registered land is expressly declared by section 49 of the Land Transfer Act, 1875, and although such conveyance may be unnecessary and may operate only as a precautionary or confirmatory measure, the rights of the chargee and of the purchaser (supposing the transfer to the purchaser to contain an appropriate unofficial addition) would not be entirely dependent on (although, of course, subject to) the provisions of the two Land Transfer Acts, which, in the absence of judicial interpretation, are more or less problematical.

I am not desirous of extending my observations to questions outside those raised by my previous letter, although invited to do so by your correspondent "A Conveyancer." I should be sorry to embark on any attempt to define the effect of the Land Transfer Acts on many points.

A. E. WOOLNOUGH.

68A, Lincoln's-inn-fields, Dec. 17.

[To the Editor of the Solicitors' Journal.]

Sir,—As the effect of sections 30-32 of the Land Transfer Act, 1875, on unregistered estates is of practical interest, I shall be glad if you will allow me to return to the subject.

The case put is this: A., a registered proprietor, charges his land in favour of B. by an instrument of charge containing the "Brickdale clause," by which A. conveys the land to B. in fee simple; then A. sells the land to C., subject to B.'s charge. I maintain that that as soon as C. is registered as proprietor, B.'s "legal estate" is destroyed, because sections 30-32 of the Land Transfer Act, 1875, say that (with some exceptions immaterial for the present purpose) a registered transfer for valuable consideration confers on the transferee an estate in fee simple, subject to the incumbrances, if any, entered on the register, but free from all other estates and interests whatsoever. Any other construction, it seems to me, would not only contradict the plain meaning of the sections, but would be inconsistent with the scheme of the Act, which is to make the register the sole evidence of title to land.

The meaning of sections 30-32 is put beyond question by section 49, which, after authorizing the creation of unregistered estates in registered land, goes on to enact that any person entitled to an unregistered estate in registered land may protect the same from being impaired by any act of the registered proprietor by entering on the register a caution, inhibition, &c. And section 7 of the Land Transfer Act, 1897, carries the matter even farther, for it provides, in effect, that if a person omits to protect an unregistered estate by registering a caution, &c., he shall not be entitled to indemnity for any loss which he suffers by an alteration of the register. In the case supposed, therefore, if B. wishes to protect his "legal estate" from being impaired by A., he must lodge a caution, or (if he can) obtain an inhibition. I do not, however, observe that Mr. Brickdale recommends a chargee who has obtained a conveyance of the "legal estate" to protect it by a caution or inhibition, and even if the chargee did so, it is not easy to say what the result would be. Only one of two results seems possible—either A. can transfer the land to C. without B.'s consent, in which case B.'s "legal estate" is destroyed; or A. cannot deal with the land without B.'s consent. No middle course is possible, for it is clear that C. cannot be registered as proprietor subject to B.'s "legal estate." If A. can transfer the land to C. without B.'s consent, then B.'s "legal

estate" is valueless; on the other hand, if A. cannot deal with the land without B.'s consent, then a result is produced which A. can hardly have contemplated when he created the charge.

In any case it seems desirable that the real effect of the "Brickdale clause" should be ascertained as soon as possible. Many practitioners seem to think, because the insertion of the clause in instruments of charge is sanctioned by the practice of the Land Registry, that the clause adds substantially to the security of the chargee. I venture to say that in most cases the clause is valueless, and that in some cases it may be harmful.

A CONVEYANCER.

Dec. 15.

The Land Transfer Acts.

[To the Editor of the Solicitors' Journal.]

Sir,—It seems fairly clear that, on a transfer for valuable consideration of registered land, no "usual searches," or search for receiving orders in bankruptcy, need be made against the registered proprietor; for by virtue of section 30 of the Land Transfer Act, 1875, the transferee takes the land subject to the incumbrances (if any) entered on the register and to the liabilities, rights, and interests specified in section 18, "but free from all other estates and interests whatsoever." Of course there are necessary modifications for qualified and possessory titles and for leaseholds.

But there is, apparently, no corresponding provision as to charges. I can find nothing in the Acts or rules which would affect, in favour of the proprietor of a registered charge, any rights protected by general registration under the various statutes or the title of a trustee in bankruptcy, and, consequently, I conclude that it is necessary to make general searches when taking a charge (or a transfer or charge of a charge) of registered land, and this even where the title is "absolute."

To the lay mind, nothing could, I suppose, appear more secure than a "registered first charge" on a title guaranteed "absolute" by the State, but if the above view is correct, such a charge may be defeated or postponed by many persons having rights of varying natures. Moreover, there is, I think, a danger of claims arising by virtue of section 7 (3) by beneficiaries of a trust, notwithstanding section 83 (1).

In small cases the searches alone are worth the pitiable "remuneration" of 10s. 6d. per cent., to say nothing of protecting the client with respect to the array of possible liabilities specified in section 18.

The point may be of interest to your readers.

22, Chancery-lane, Dec. 13.

W. J. BLOOMFIELD HOWE.

Points to be Noted.

Company Law.

Promoter—Secret Profit.—The F. Co., learning that some music-halls were for sale, agreed with the owners to form a company to take over the halls, and in December, 1896, contracts for sale at an aggregate price of £24,000 were entered into between the owners and R. (who was a trustee for the F. Co.). The contracts referred to the T. Co. as the intended ultimate purchaser. Only the deposits were then paid. On the 1st of February, 1897, R. contracted to sell the halls to C., as trustee for the intended T. Co., for a much larger sum in cash, mortgages, and debentures, and fully-paid shares of the T. Co. On the 2nd of February the F. Co. registered the T. Co., of which it was the promoter. On the 3rd of February R. executed a declaration of trust in favour of the F. Co. On the 4th of February the directors of the T. Co. (nominees of the F. Co. and not an independent executive) adopted the purchase and approved a prospectus offering shares in the T. Co. for public subscription. The F. Co. was responsible for the prospectus, which was issued with its knowledge and privity. The prospectus did not disclose the fact the F. Co. was the real vendor to the T. Co. or was making a large profit on the re-sale. The T. Co. was ordered to be wound up, and the mortgagees having sold the halls, rescission of the sale agreement was impossible. On a misfeasance summons it was held that the F. Co., as promoter was liable for its breach of duty by non-disclosure in damages, the measure of which was the profit on the re-sale. The F. Co. as promoter was in a fiduciary position as regards the future shareholders of the T. Co., that position involving the duty to disclose the fact that it was interested as beneficial vendor (Vaughan Williams, L.J.); and on the facts the law was "clear" (Romer, L.J.).—*RE LEEDS AND HANLEY THEATRES OF VARIETIES (LIMITED)* (C. A., July 11) (1902, 2 Ch. 809).

Equity.

Marshalling.—A general direction by a testator for payment of his debts charges them on his real estate, and hence, should the personal estate be insufficient for payment both of debts and testamentary

expenses and of legacies, and if the creditors resort to the personal estate, the legatees are entitled to have specifically devised real estate marshalled in their favour, so that their legacies will be paid out of it at the expense of the specific devisees. *Re Bate* (43 Ch. D. 600), where Kay, J., decided to the contrary, is overruled.—*RE ROBERTS* (Kekewich, J., Oct. 31) (51 W. R. 89; 1902, 2 Ch. 834).

Gift by Will for Charitable Purposes.—A testatrix bequeathed £4,000 to A. "for the charitable purposes agreed upon between us." It was held by Farwell, J. (50 W. R. 185; 1902, 1 Ch. 214), that there was on the face of the will a limited charitable intent—namely, to the extent agreed upon—and that evidence was admissible of what this charitable intent was, including evidence that it only affected the income of the fund. But in the Court of Appeal the judgment of Farwell, J., was reversed on the latter point. Since the £4,000 was specifically given by the will, the evidence, so far as it cut down the gift to a gift of income only, was contrary to the will, and hence was inadmissible; but so far as it explained the charitable purposes it was admissible.—*RE HUXTABLE* (C. A., Oct. 27) (1902, 2 Ch. 793).

Common Law.

Negligence—Intervening Act of Third Party—Liability.—The defendant company have a siding which crosses a highway on the level. To the eastward the siding is an incline running down to the level crossing. On the incline is a catch-point which would divert any vehicles which happened to run down the incline towards the level crossing and prevent such vehicles from reaching the highway. The defendants' servants shunted a number of vehicles on to the siding, but did not place them beyond the catch-point. The brakes of these vehicles, however, were screwed down and they were left in a perfectly safe condition provided they were not interfered with. Some boys who had no right upon the railway detached a brake-van from the other vehicles and unscrewed the brake. The van thereupon ran down the incline and injured the plaintiff who was lawfully passing along the highway. The defendants were well aware that boys frequently trespassed on this part of the line and played with the vehicles left standing upon it. Held, that the defendants were liable for damage caused to the plaintiff, since they knew of the danger which might arise from interference with the vehicles negligently omitted to take any steps to guard against such interference.—*McDOWALL v. THE GREAT WESTERN RAILWAY CO.* (Kennedy, J.) (1902, 1 K. B. 618).

Debiture Bonds Payable to Bearer—Negotiable Instrument.—The plaintiff's clerk stole from the plaintiff a number of debenture bonds payable to bearer. Some of these bonds were issued by an English company, others by foreign companies. The clerk employed M., a broker, to sell these stolen bonds, and M. in the ordinary course of business sold them through the defendants, who were stockbrokers and members of the London Stock Exchange. The bonds were sold in good faith to jobbers; and when sold they were sent by M. to the defendants, who received the money from the jobbers and paid it to M., who in his turn paid it to the clerk. On the theft being discovered, this action was brought for damages for conversion of the bonds, the plaintiff's property. It was admitted that the defendants had acted with perfect *bona fides*. Evidence was given that such bonds are treated by the Stock Exchange, and by the mercantile world generally, as negotiable instruments passing by delivery from hand to hand. Held, by Bigham, J., that the bonds were negotiable instruments, and that the defendants when they received the bonds were holders for value. Also, that it is no longer necessary to give evidence that such bonds are negotiable instruments, as the court will take judicial notice of the fact.—*EDELSTEIN v. SCHULER & CO.* (1902, 2 K. B. 144).

Contract to Supply Goods to a Company—Liquidation of Company—Assignability of Contract.—T. contracted to supply a company with chalk at 1s. 3d. a ton for fifty years to the amount of at least 750 tons a week and so much more as the company should require for the manufacture of cement upon their land then recently purchased from T. by the company. The company went into liquidation and transferred all its business and property, and purported to assign the contract with T., to a new and much larger company, carrying on business in various places. T. sued the new company for a declaration that he was not under any obligation to supply chalk to that company. The two companies brought a cross-action against T., claiming a declaration that the contract was a valid and binding contract, and that the companies, or one of them, were or was entitled to be supplied by T. with chalk on the terms of that contract. Held, by the Court of Appeal, that the liquidation or assignment to the new company had not put an end to the contract, which was valid and subsisting between the original parties to it; that the old company were entitled to perform their part of the contract by some other person, and that, although the new company could not sue in their own right as assignees, T. was bound to deliver the chalk according to the terms of the contract.—*TOLHURST v. THE ASSOCIATED PORTLAND*

CEMENT CO., ASSOCIATED PORTLAND CEMENT CO. AND IMPERIAL PORTLAND CEMENT CO. v. TOLHURST (1902, 2 K. B. 660).

Conveyancing.

Mortmain.—The definition of "land" in section 3 of the Mortmain and Charitable Uses Act, 1891, which excludes "money secured on land or other personal estate arising from or connected with land," excludes, by virtue of these words, proceeds of sale of land which under the will directing the sale are to be handed over to a charity. Moreover, since the charity is only directly interested in the proceeds of sale, and not in the land itself, land is not under such a gift "assured by will to or for the benefit of any charitable use" within the meaning of section 5. Hence the requirement of that section as to sale within one year does not apply, nor can the court authorize the permanent retention of the land under section 8. The trust is subject to the ordinary jurisdiction of the court, and the trustees must sell, not necessarily within a year, but within a reasonable time: *RE SIDEBOTTOM* (C.A., June 20) (50 W. R. 641; 1902, 2 Ch. 389).

Right of Way.—Although the grant of a right of way extends in terms only to the "lessee, his executors, administrators, and assigns, under-tenants, and servants," yet it authorizes the use of the right generally by licensees of the grantee, and if the demised premises are being lawfully used as a club, all the persons having entrance to the club are entitled to the use of the right of way.—*BAKENDALE v. NORTH LAMBETH, & CO. CLUB* (Swinfen Eady, J., June 24) (1902, 2 Ch. 427).

Result of Appeals.

Appeal Court I.

In the Matter, &c. *Smithers* (Applicant) *v.* *Wallis* (Respondent). Appeal of respondent from award of County Court (Surrey, Aldershot), dated May 28, 1902. Dismissed with costs. Dec. 12.

In the Matter, &c. *Harrison* (Applicant) *v.* *Gutherie & Son* (Respondents). Appeal of respondents from award of County Court (Durham, Darlington), dated June 19, 1902. Dismissed with costs. Dec. 12.

In the Matter, &c. *Wagstaff* (Applicant) *v.* *Perks & Son* (Respondents). Appeal of respondents (as against third party) from award of County Court (Derbyshire, Derby and Long Eaton), dated June 19, 1902. Allowed with costs. Dec. 12.

In the Matter, &c. *Marstone* (Applicant) *v.* *Nicklen* (Respondent). Appeal of respondent from award of County Court (Dorsetshire, Wimborne), dated July 4, 1902. Allowed with costs. Dec. 12.

In the Matter, &c. *John Rees* (Applicant) *v.* *The Penrikeber Navigation Colliery Co. (Limited)* (Respondents). Appeal of applicant from award of County Court (Glamorganshire, Mountain Ash), dated July 7, 1902. Dismissed with costs. Dec. 13.

In the Matter, &c. *Robert Flynn* (Applicant) *v.* *Pimbo Lane Coal, Brick and Tile Co.* (Respondents). Appeal of applicant from award of County Court (Lancashire, Liverpool), dated July 10, 1902. Struck out for want of appearance. Dec. 13.

(Original Motions.)

McLean v. The Adamant Stone and Paving Co. (Limited). Application of defendant company for security for costs of appeal (No. 13, K. B. Final List). £40 ordered. Dec. 15.

Roberts v. Daniels. Application of defendant for security for costs of appeal (No. 79, New Trial Paper). Dismissed with costs. Dec. 15.

In the Matter of *Charles E. Baker and Arthur J. Lees* (practising as Baker, Lees, & Co.). Taxation of costs. Appeal of C. E. Baker and Arthur J. Lees from order of Mr. Justice Ridley, dated Nov. 27, 1902. Allowed with costs. Dec. 15.

To be Mentioned.

(As to Costs.)

Day v. Harris (by order). Application by defendant that plaintiff pay all costs. Allowed with costs. Dec. 16.

(For Judgment.)

(New Trial Paper.)

Collins v. Cooper. Application of defendant for judgment or new trial on appeal from verdict and judgment, dated July 17, 1902, at trial before Mr. Justice Phillimore and a special jury, Maidstone (a v Dec. 10). New trial ordered. Dec. 16.

To be Mentioned.

Lewis v. The Taff Vale Railway Co. Application of defendant for stay of proceedings pending appeal. Stay of execution on defendant paying £3 a week until appeal heard. Dec. 16.

In the Matter, &c. Burr (Applicant) v. W. Whiteley (Limited) (Respondents). Appeal of applicant from award of County Court (Middlesex, Marylebone), dated Aug. 7, 1902. Dismissed with costs. Dec. 16.

In the Matter, &c. H. J. Brick (Applicant) v. Thomas Wells (Respondent). Appeal of respondent from award of County Court (Gloucestershire, Gloucester), dated July 22, 1902. Dismissed with costs. Dec. 16.

In the Matter, &c. William Barklam (an infant of John Barklam, his father and next friend) (Applicant) v. The Rotherwood Iron and Steel Co. (Limited) (Respondents). Appeal of respondents from award of County Court (Yorkshire, Rotherham), dated Sept. 16, 1902. Allowed with costs. Dec. 17.

In the Matter, &c. Smith (Applicant) v. Normanton Colliery Co. (Limited) (Respondents). Appeal of applicant from award of County Court Judge (Derbyshire, Alfreton), dated Sept. 22, 1902. Dismissed with costs. Dec. 17.

In the Matter, &c. John Plant (Applicant) v. The Oldnall Colliery Co. (Respondents). Appeal of applicant from award of County Court (Worcestershire, Stourbridge), dated July 14, 1902. Dismissed with costs. Dec. 17.

(Final List.)

The Mayor, &c. of Truro v. Kemp. Appeal of plaintiffs from judgment of Mr. Justice Wills, dated Aug. 5, 1901. Withdrawn. Dec. 17.

Ward Bros. v. James Hill & Sons. Appeal of defendants from judgment of Mr. Justice Wills, dated Aug. 6, 1901, without a jury, Middlesex. Next sittings.

Mediterranean and New York Steamship Co. v. Mackay. Appeal of plaintiffs from judgment of Mr. Justice Bucknill, dated July 6, 1901, with a special jury, Liverpool. Dismissed with costs. Dec. 18.

Trustee of G. Mellor, a bankrupt v. Maas. Appeal of defendant from judgment of Mr. Justice Wright, dated Nov. 8, 1901, without a jury, Middlesex. Dismissed with costs. Dec. 18.

Appeal Court II.

(In Bankruptcy.)

In re Charles Bright (ex parte The Commercial Intelligence Bureau (Limited), No. 565 of 1901. An application to increase security for costs. £50 further ordered. Dec. 12.

(For Judgment.)

Sebastian Ziani de Ferranti v. The British Thompson Houston Co. (Limited). Appeal of plaintiff from order of Mr. Justice Swinfen Eady, dated Jan. 30, 1902 (c a v Nov. 19). Dismissed with costs. Dec. 15.

(General List.)

In re Jaques, deceased. Hodgson v. Braisby and Others. Appeal of defendant Annie Todd from order of Mr. Justice Buckley, dated Feb. 24, 1902. Dismissed with costs. Dec. 15.

In re Letters Patent, No. 5,889 of 1897 and In re the Patents, &c. Acts, 1883 to 1888. Appeal of petitioners J. Crossfield & Sons and another from order of Mr. Justice Buckley, dated March 7, 1902. Allowed with costs. Dec. 17.

(Motion.)

Usher v. Ross. Application of defendant Ross for stay of proceedings pending appeal (by order). Dismissed with costs. Dec. 17.

(Interlocutory List.)

Isach Hassan v. Abdu Harari and Others. Appeal of defendants from order of Mr. Justice Swinfen Eady, dated Jan. 17, 1902 (restored Dec. 16, 1902). Dismissed with costs. Dec. 17.

(For Judgment.)

Affalo v. Lawrence & Bullen (Limited). Appeal of defendants from order of Mr. Justice Joyce, dated July 31, 1901 (c a v Dec. 6). Dismissed with costs (Romer and Stirling, L.J.J., Vaughan Williams, L.J., dissenting). Dec. 18.

The North American Land and Timber Co. v. Watkin. Appeal of defendant from order of Mr. Justice Kekewich, dated Nov. 21, 1902. Dismissed with costs. Dec. 18.

(General List.)

In re Brown, deceased. Osmond v. Jones. Appeal of defendant M. E. Wright from order of Mr. Justice Byrne, dated March 18, 1902. Dismissed with costs. Dec. 18.

In re a Contract between the School Board for London and S. G. Foster, and In re the Vendor and Purchasers Act. 1874. Appeal of the School Board from order of Mr. Justice Kekewich, dated March 25, 1902. Next sittings.

Easton v. Istead. Appeal of plaintiff from order of Mr. Justice Joyce, dated March 24, 1902. Dismissed with costs. Dec. 18.

[Compiled by Mr. ARTHUR F. CHAFFLE, Shorthand Writer.]

Cases of the Week.

Court of Appeal.

SMITHERS (Applicant) v. WALLIS (Respondent). No. 1. 12th Dec.
MASTER AND SERVANT—ACCIDENT—"AGRICULTURE"—"PARTLY OR OCCASIONALLY EMPLOYED IN OTHER WORK"—LIABILITY OF EMPLOYER FOR ACCIDENT AT A DISTANCE FROM HIS PREMISES—WORKMEN'S COMPENSATION ACT, 1900, s. 1 (1) (3), s. 2.

This was an appeal by the employer from an award in favour of the applicant made by the county court judge, sitting at Aldershot, under the Workmen's Compensation Act, 1900, which extended the benefit of the Act of 1897 to workmen employed in agriculture. Mr. Wallis, the appellant, lived "The Cedars," Aldershot, and had engaged the husband of the applicant as his handy man to look after his garden, which was about three-quarters of an acre in extent, and exercise and groom his horses, and his wages were to be 22s. a week. On the 17th of February last Smithers was driving his master's horse in a trap to give it exercise when he collided with another vehicle and was thrown out of the trap and was killed. The accident occurred about three and a-half miles from "The Cedars," and the county court judge found as a fact that Smithers was employed mainly in agriculture, but partly in other work within the meaning of section 1 (3) of the Act of 1900, and that the employer was liable although the accident did not happen "on or in or about the premises." He accordingly made an award in favour of the widow, Mrs. Smithers, for £171 12s. By section 1 (1) of the Act of 1900 it is provided that from and after the commencement of this Act the Workmen's Compensation Act of 1897 shall apply to "the employment of workmen by any employer who habitually employs one or more workmen in such employments"; and by sub-section 3 "Where any workman is employed by the same employer mainly in agriculture, but partly or occasionally in other work, this Act shall apply also to the employment of the workman in such other work." The expression "agriculture" is defined as including horticulture, forestry, and the use of land for any purpose of husbandry, and inclusive of the keeping or breeding of live stock, poultry, or bees, and the growth of fruit and vegetables. By sect on 2, "this Act . . . shall be read as one with the Act of 1897."

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.), without hearing counsel for the respondent, held that the appeal must be dismissed. To hold otherwise it would be necessary to read into the words of section 1 (1), a limitation that the Act of 1897 was only to apply to accidents which happened in, on, or about the employer's premises.

PER MATHEW, L.J.—The Act of 1900 was passed for the purpose of protecting workmen employed in agriculture in the ordinary course of their employment, and that kind of employment included clearly employment often necessarily at a distance from their employer's premises.—COUNSEL, *Rugg, K.C.*, and *G. J. Sills; Herbert Reed, K.C.*, and *D. Stephens. SOLICITORS, Gattans & Co.; Blyth, Dutton, Harlley, & Blyth, for Foster & Wells, Aldershot.*

[Reported by HASKINS REID, Esq., Barrister-at-Law.]

WAGSTAFF (Applicant) v. PERKS & SON (Respondents) AND FIRTH (Third Party). No. 1. 12th Dec.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—SUB-CONTRACTOR—"UNDERTAKERS"—INDEMNITY—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), ss. 4, 7.

Appeal from an award of his Honour Judge Smyly, sitting at Long Eaton County Court, as arbitrator in a claim for compensation made under the Workmen's Compensation Act, 1897. The respondents in the county court were contractors for the building of a house in Acton-road, Long Eaton, and they were found liable to the applicant for injuries he sustained while engaged at plastering work on the building. Their liability having been found, they claimed to be indemnified by the sub-contractor for the plastering work, one Handel Firth, but the learned judge held they were not entitled to indemnity because, as the contractors supplied the materials for the plastering, the sub-contractor was not an undertaker within the meaning of section 4. The respondents appealed, and relied on the recent decision of *Cooper & Crane v. Wright* (18 Times L. R. 622). No one appeared for the sub-contractor.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.J.J.) held that the appellants were entitled to be indemnified by the sub-contractor.—COUNSEL, *Hestall. SOLICITORS, William Hurd & Son, for F. Berryman, Nottingham.*

[Reported by HASKINS REID, Esq., Barrister-at-Law.]

Re JACQUES. HODGSON v. BRAISBY. No. 2. 12th, 13th, and 15th Dec.

PURCHASE OF HOUSE AND LAND FOR LEGATEE BY TESTATOR IN HIS LIFETIME—CODICIL DIRECTING ADVANCES TO BE BROUGHT INTO HOTCHPOT—CONSTRUCTION—PRESUMPTION AGAINST DOUBLE PORTIONS.

This was an appeal from a decision of Buckley, J. By his will, made in 1897, John Jacques gave his residuary real and personal estate on trust for sale and conversion; one-third of the net proceeds being given in favour of the testator's daughter, Mrs. Braisby, to whom the testator also gave a life interest in certain real estate, with remainder to her children. In May, 1899, the testator made a codicil by which he declared that Mrs. Braisby should not participate in the benefit given her by the will without first bringing into hotchpot as part of his residuary personal estate the total amount of any advances or moneys lent by him to her and her husband or either of them since their marriage. The testator died in 1901, and this summons was taken out by the surviving trustee of his will to determine (inter alia) whether the purchase-moneys of a house and certain pieces

of land, which had been purchased by the testator during his lifetime and conveyed by his direction to Mr. and Mrs. Braisby, ought to be regarded as advances or moneys lent and brought into hotchpot. Buckley, J., held that they ought not to be so regarded. The legatee of another one-third share of residue appealed.

Dec. 15.—THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., after stating the facts, held on the construction of the codicil that the real estate purchased for the Braisbys was not intended by the testator to be brought into hotchpot, and that the word "advances" referred to moneys lent or paid at request only. His lordship then dealt with the cases of *Re Vickers* (36 W. R. 545, 37 Ch. D. 525) and *Re Lewis* (30 W. R. 33, 20 Ch. D. 81), which had been cited in argument, and said that in his opinion these cases had not altered the law relating to the presumption against double portions. In *Re Lewis* Jessel, M.R., did not intend to modify the doctrine founded on the earlier cases, but to affirm it, and in his observations on Jessel, M.R.'s, judgment in *Re Vickers* North, J., had put a wrong interpretation on Jessel, M.R.'s, words.

STIRLING, L.J., agreed as to the construction of the codicil, and said that in his opinion "advances" was used in the sense of advances of money, which was the natural sense it would bear except to a lawyer. His lordship also concurred with regard to the suggested change in the rule relating to double portions, and said he could not read Jessel, M.R.'s, judgment in the sense put upon it by North, J.

COZENS-HARDY, L.J., concurred as to the question of construction, and said that in his opinion the rule against double portions had no application in this case; but his lordship entirely agreed as to the decision in *Re Lewis* and North, J.'s, criticism of it in *Re Vickers*. His lordship could not adopt this criticism, though no doubt North, J.'s, own decision in *Re Vickers* was correct.—COUNSEL, *Upjohn, K.C.*, and *A. H. Jessel*; *Warrington, K.C.*, and *R. J. Parker*; *E. S. Ford*. SOLICITORS, *McDiarmid & Hill*, for Richard Davis, Hull; *Rollit & Sons*, for Shackles & Dunkerly, Hull.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

HOW v. EARL WINTERTON. Kekewich, J. 11th Dec.

TRUSTEE—REAL ESTATE—ACCOUNTS—PAYMENT OF VOLUNTARY SCHOOL RATE—DISALLOWANCE—"FAIR AND REASONABLE" PAYMENT.

Summons to vary. The plaintiff was an annuitant under the will of Mary Rabett, deceased. The defendant was the sole surviving trustee of the said will, so far as the real estate of the testatrix was concerned. By an order made in the action on the 4th of March, 1896, an account was directed to be taken of (amongst other things) the rents and profits of the real estate of the testatrix received by him during or in respect of a term of fourteen years mentioned in the will of the testatrix, and which term had then expired. In an account lodged in chambers by the defendant under the said judgment was included upon the disbursement side the following item: "Proportion of one year's school rate as above, due on the 1st of August, 1899, £1 5s." This sum had been paid by the defendant in respect of the said real estate as a voluntary school rate and was disallowed by the master. Upon a summons to vary the master's certificate made in pursuance of the said judgment the question was raised (amongst others) of the propriety of this disallowance. For the defendant it was urged that the payment was under the circumstances a necessary and proper payment; it was not really a voluntary payment at all, but was made in order to keep the voluntary schools afloat and to avoid a board school; in effect, it was compulsory and was paid in pursuance of a regular assessment. For the contention that payment in the nature of voluntary subscriptions might be allowed *Re Walker, Walker v. Duncombe* (1901, 1 Ch. 879) was relied on.

KEKEWICH, J., after stating the facts, observed that, though in one sense, the payment was a mere voluntary subscription, yet in another it was not for its amount was not ascertained by the generosity of the donor but by appeal to the rate books: as a mere voluntary subscription the payment by a trustee would be clearly untenable, but in his lordship's opinion it was in this case a payment which could be justified in more ways than one—e.g., the trustee might have found himself exposed to the argument—a very strong argument—that if he did not pay £1 5s. for a voluntary school he might be compelled to pay £1 10s. for a board school. The trustee might have come to the honest conclusion that such would be the case, and if so the payment was in the nature of a compromise; again, the payment might possibly have been included in the trustee's costs, charges, and expenses, if having regard to the exigencies of the estate and the customs obtaining there it was a reasonable and proper payment. His lordship, however, preferred to rest it upon the former ground, and he varied the certificate by allowing the payment, and remarked that the point was a new one.—COUNSEL, *Warrington, K.C.*, and *Richards*; *M. Romer*. SOLICITORS, *Crocoders, Vizard, & Co.*; *Bromall, White, & Roberts*.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re SMILTER (DECEASED). BEDFORD v. HUGHES. Kekewich, J. 11th Dec.

WILL—CONSTRUCTION—GIFT TO ISSUE—INCLUSION OF ILLEGITIMATE CHILD BY IMPLICATION.

Adjourned summons. W. Lionel Smilter, of Sheffield, by his will, dated the 9th of April, 1890, after appointing the plaintiffs to be trustees thereof, by clause 6 devised freehold property in Bank-street, Sheffield, upon the following (amongst other) trusts—viz., "upon trusts to pay the

net income thereof to my said nephew G. F. Smilter, during his natural life or until he shall assign the same . . . and after the failure of determination of the trust lastly hereinbefore mentioned . . . in his lifetime . . . to pay or apply the same . . . for or towards the maintenance and personal support of my said nephew G. F. Smilter and his wife and issue, whether children or more remote, for the time being in existence, including S. S. R. hereinafter named . . . and subject to and on the expiration of the trust aforesaid I direct my trustees or trustee for the time being to sell my said freehold property and hold the net proceeds arising from such sale and all unapplied income and the accretions thereon upon trust for all and every the children and child of my said nephew living at my death or born afterwards . . . including amongst such children and child S. S. R., the illegitimate son of my said nephew, provided always and I declare that if there shall be no child of my said nephew, including the same S. S. R., living at my death or born afterwards . . . to hold the said net proceeds upon trust for such of . . . (eight named nephews and nieces) as shall be living at the decease of my said nephew and the issue living at the decease of my said nephew G. F. Smilter, of such of my said other nephews and nieces as shall die in the lifetime of my said nephew G. F. Smilter leaving issue in equal shares as tenants in common" such issue taking parents' shares *per stirpes*. In the next clause of his will the testator devised other freehold property in Regent-street, Sheffield, to his trustees "upon trust to pay the income thereof to my said niece Mary Smilter during the term of her natural life," and subject thereto to sell and hold the net proceeds upon trust for the child or children of the said Mary Smilter, and in default of such "upon trust for such of my nephews and nieces the said G. F. Smilter (and the eight other nephews and nieces so named as aforesaid) as shall be living at the decease of my said niece Mary Smilter and the issue living at the decease of my said niece Mary Smilter of such of my said other nephews and nieces as shall die in the lifetime of my said niece Mary Smilter leaving issue in equal shares as tenants in common," such issue taking parents' shares *per stirpes*. The testator died in 1893, and his will was duly proved by his widow (since deceased) and the plaintiffs. Mary Smilter, the niece, died in 1902 without ever having been married. G. F. Smilter, the nephew, died in 1897, during the life of Mary Smilter, leaving issue only one illegitimate son, the said S. S. R. This summons asked whether upon the true construction of the will such illegitimate son was entitled to share in the Regent-street property.

KEKEWICH, J., in giving judgment, observed that the case was very near the line, but on the whole he thought a sufficient intention was shewn by the testator to include S. S. R. among the class entitled to the share of Mary Smilter. The case of *Meredith v. Farr* (2 Y. & C. C. O. 525), which was relied on for the contrary view, was clearly distinguishable, for there were in that case two illegitimate children, one of whom was only mentioned once in the will. Moreover, the court now took a very different view of the claims of illegitimate children from that taken in 1843 when *Meredith v. Farr* was heard; the trend of modern decisions was in favour of illegitimate children, and the court took hold of anything in a will as a handle to support the claims of natural children when it was reasonably possible to do so. His lordship dealt with the various indications contained in the will of the testator's intention that S. S. R. should be included in the term issue, and held that upon the whole there was an intention manifested that S. S. R. should be the son of G. F. Smilter for all purposes, and that he was therefore included and entitled to share in the Regent-street property.—COUNSEL, *Kenyon Parker*; *Peterson*; *P. O. Lawrence, K.C.*, and *Everard*; *R. J. Parker*. SOLICITORS, *Peacock & Goddard*, for Vickers, Son, & Brown, Sheffield; *Goss & Pease*, for Wake & Sons, Sheffield.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re ALPHA CO. (LIM). WARD v. ALPHA CO. (LIM). Kekewich, J. 12th Dec.

PRACTICE—DEBENTURE-HOLDER'S ACTION—STAYING PROCEEDINGS AFTER JUDGMENT—PLAINTIFF "DOMINUS LITIS."

This was a summons by the defendant company in a debenture-holder's action to stay further proceedings, and was issued in the following circumstances: The plaintiff as the holder of a mortgage debenture for £1,000, and suing "on behalf of himself and all other the holders of mortgage debentures of the defendant company," obtained judgment with the usual accounts and inquiries against the defendant company. The plaintiff was in fact the only debenture-holder of the company, and pursuant to the judgment received in full the amount of his claim on the debenture. It was therefore proposed that, there being no other claimant, the action might be stayed. The point argued was (in effect) whether, having regard to the fact that although the plaintiff sued in a representative character there were no other holders of debentures, the action could, after decree pronounced, be stayed. For the applicants it was argued, and the argument was supported by the plaintiff, that the plaintiff was *dominus litis* and could stay proceedings, and *Handford v. Stone* (2 Sim. & S. 196) was cited. The present case, it was argued, was analogous to a creditor's administration action, where the rule is that before decree the creditor can stay, but after decree he cannot where there are others of the class he represents. Here, however, there were no such others and the rule did not apply.

KEKEWICH, J., granted the application. His lordship thought in such a case the plaintiff was *dominus litis* and could stay the action. But the case was not really analogous to a creditor's administration action, in which, after decree, the court had a clear duty to continue the administration of the assets, and was in a sense trustee of the action. His lordship discussed *Handford v. Stone* (*ubi supra*), and observed that in *Solom* (6th ed.), p. 1396, that case was wrongly cited as a creditor's administra-

tion action, it being in fact a debenture-holders' action.—COUNSEL, E. W. Martelli; P. K. Crossfield. SOLICITORS, Burton, Yeates, & Hart; Alfred Double.

[Reported by ALAN C. NISBETT, Esq., Barrister-at-Law.]

JAEGER v. MANSIONS CONSOLIDATED (LIM.). Buckley, J.
12th, 13th, and 15th Dec.

LANDLORD AND TENANT—FLATS—COMMON SCHEME—COVENANT BY TENANTS NOT TO USE FOR IMMORAL PURPOSES—COVENANT BY LANDLORD FOR QUIET ENJOYMENT—USE BY SOME TENANTS FOR IMMORAL PURPOSES—PERSONS CLAIMING UNDER THE LANDLORD—ACCEPTANCE OF RENT BY HIM.

This was an action by a tenant in a block of flats against his lessors, based on the allegation that certain other flats in the same block were used by the tenants thereof for immoral purposes. The defendants pleaded that the statement of claim disclosed no cause of action, and the action stood over pending the decision on the points of law raised by the defendants. These points were now argued. The plaintiff's agreement for a tenancy, which was dated the 23rd of May, 1901, and was entered into with one H. J. Cave, contained—(1) a covenant by the landlord for quiet enjoyment by the tenant without any interruption by the landlord or any person claiming under him, (2) a covenant by the tenant not to use the premises for immoral purposes, and (3) a power of re-entry by the landlord on breach by the tenant of any of his covenants. It was admitted that the form of agreement was a lithographed form and that the other tenants of the flats had entered into similar agreements. At the date of the writ the defendants were the equitable, though not the legal, assignees of the block of flats in question. The plaintiff contended (1) that the acts complained of were a breach of the covenant for quiet enjoyment, and (2) that there was a general scheme. The defendants' principal contentions were (1) that the acts did not constitute a breach of the covenant for quiet enjoyment, (2) that the action was not maintainable unless H. J. Cave was made a party, and (3) that the action was not maintainable because the defendants were not legal assignees at the date of the writ. The following cases were cited in addition to those referred to in the judgment: *Manchester, Sheffield, and Lincolnshire Railway v. Anderson* (1898, 2 Ch. 394), *Tod-Hostly v. Benham* (40 Ch. D. 80), *Shaw v. Shenton* (2 H. & N. 858), *Attorney-General v. Dorking Guardians* (20 Ch. D. 595), *cox v. Bishop* (8 D. M. G. 815), *Bugot Pneumatic Tyre Co. v. Clifford Pneumatic Tyre Co.* (1902, 1 Ch. 646), *Asaterry v. Corporation of Oldham* (29 Ch. D. 750), *Ashby v. Wilson* (1900, 1 Ch. 66), and *Kemp v. Bird* (5 Ch. D. 549, 974).

BUCKLEY, J., in giving judgment, said that with regard to the claim for breach of covenant for quiet enjoyment, the acts of disturbance alleged were that the use of the flats which was complained of led to annoyance by noise, improper conduct, obscene language, and other acts constituting a disturbance to the happy and peaceable occupation of the premises, and further, that there was some further disturbance of the physical occupation of the plaintiff's premises in regard to the turning out of the staircase lights before the proper time and the use of the stairs. In his opinion a covenant such as that related only to freedom from disturbance by adverse claimants. It was not necessarily confined to disturbance by eviction from possession, but comprised disturbance by any physical means. But the disturbance must be physical, and not metaphysical: it meant taking away or disturbing proprietary enjoyment—for example, by pouring water over a man's land (*Sanderson v. Mayor of Berwick*, 13 Q. B. D. 547), swamping his mines (*Harrison, Ainslie, & Co. v. Earl of Munster*, 1891, 2 Q. B. 680), or causing smoke to be driven down his chimney (*Thob v. Cave*, 1900, 1 Ch. 642), as distinguished from affecting enjoyment in a metaphysical sense, as by the noise of dancing (*Jenkins v. Jackson*, 40 Ch. D. 71). If the demised premises were so saturated with water, or so filled with water or smoke, or rendered so hot (*Robinson v. Kierst*, 41 Ch. D. 88), as that this physical enjoyment was substantially affected, that might be a breach of the covenant. As was said by North, J., in *Hudson v. Cripps* (1896, 1 Ch. 265), the covenant was one for freedom from disturbance by adverse claimants to the property. Beyond that the decisions had not gone, and the result was that so far as the plaintiff was suing in respect of noise, he would fail. The demise, however, was of the premises, together with rights to ingress and egress, and certain rights to lights. If the plaintiff should prove at the trial that these had been interfered with, that would be a physical interference, and he would succeed on that ground. It had been argued also by the defendants that they could not be sued, because the persons who were doing the acts were not persons lawfully claiming under them. In *Sanderson v. Mayor of Berwick* the plaintiff succeeded so far as the tenant was doing something which his landlord had authorized him to do, but failed where this was not the case. The same thing occurred in *Harrison, Ainslie, & Co. v. Earl of Munster*. He thought the defendants would be justified in saying that, assuming the acts of the tenants were breaches of the covenant, they did them adversely to the defendants, the defendants would not be liable. But then, at the trial the plaintiff might succeed on the ground that the defendants had received rent in respect of the offending flats, and it might turn out that the court would arrive at the conclusion that such receipt of rent authorized the acts of the offending tenants, and if that was the case the action could be maintained. The second ground on which the plaintiff attacked the defendant was that there was a general scheme, evidenced by a common form of agreement. That part of the case was based on the decision of *Renals v. Cowlishaw* (9 Ch. D. 125), which was approved by the Court of Appeal (11 Ch. D. 866), and the House of Lords in *Martin v. Spicer* (14 A. C. 1), and also upon *Hudson v. Cripps*. The defendants had contended, on the authority of *Hall v. Burn* (37 Ch. D. 74), that they could not be rendered liable to enforce against tenants the performance of their covenants. There seemed to him to be two grounds on which the plaintiff might succeed on that head. In the first place the court, at the trial, might come to the conclusion that the

lessor's acts, by receiving rent, led to the inference that he was authorizing offences committed, in which case the action could be maintained on that ground. In the second place, there was a general scheme under which the covenant of each entered for the benefit of all. The breach by the tenants of their covenants gave rise to a power of re-entry on the part of the lessor; granted that he could not call on the lessor to bring an action to enforce the covenant, yet each time the lessor accepted rent he was waiving a condition to which he was entitled as a trustee for the other tenants. Each acceptance of rent was an affirmation of acts, in respect of which, under the general scheme, one tenant might, by a circuitous course, enforce his rights; for he might under such a scheme be able, on giving a proper indemnity, to bring an action in the lessor's name to enforce his rights. He therefore thought that the action should go for trial. In *Harris v. Bentley*, in the Court of Appeal (as yet unreported), which was simply an action on the covenant for quiet enjoyment, the Master of the Rolls had expressed an opinion that if the evidence shewed acquiescence by the landlord, carried to such an extent as to found an inference that he actively participated in the immoral use of the flats, possibly there might be a breach of the contract.—COUNSEL, Atbury, K.C., and Howland Jackson; H. Terrell, K.C., and A. Houston. SOLICITORS, Leemith & Munby; H. Percy Becker.

[Reported by H. L. ORMOND, Esq., Barrister-at-Law.]

Re GARWOOD'S TRUSTS. GARWOOD v. PAYNTER. Buckley, J.
9th and 10th Dec.

PARTNERSHIP—ASSIGNMENT BY ONE PARTNER OF HIS SHARE—AGREEMENT BY PARTNERS TO PAY EACH OTHER SALARIES—ACTION BY ASSIGNEE—"INTERFERENCE IN THE MANAGEMENT OR ADMINISTRATION"—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 31 (1).

This was an action brought by Mrs. Garwood, a beneficiary under a deed of separation between herself and her husband, Captain Garwood, dated the 1st of February, 1889, against her husband and Mr. Paynter, asking for the construction of that deed and for certain relief. The only point which calls for a report has reference to the rights of an assignee of the share of a partner in a partnership business. Prior to the execution of the deed of separation the defendants Garwood and Paynter and a Mr. Dunn were partners in equal shares in a colliery business under a deed of the 21st of November, 1871. That deed contained no affirmative words defining the duties of the partners, and no provision for the payment of a salary to any of them. Down to 1893 the business did not engage their active attention. By the separation deed of 1889 Captain Garwood charged his interest in the partnership business and assets to trustees (of whom the defendant Paynter was one) on trusts which were mainly for the benefit of the plaintiff. In 1893 and 1894 arrangements were entered into under which the defendant Garwood became the manager of the London agency at a salary of £150 a year. His employment and salary ceased in 1894, and no question arose as to that. It was also arranged that the defendant Paynter was to spend one day a week at the colliery and be the acting manager at £150 a year, and that Mr. Dunn was to go up to the colliery and look after the stores and books, and check the sales at the pit's mouth. There was evidence to show that the payment of the salaries had been made *bona fide*, and that work had been done in respect of them. It also appeared that in 1897 there had been a settlement of accounts under which the plaintiff received a balance on the footing that the salaries had been charged. The plaintiff now took exception to the payment of the salaries to the defendant Paynter and to Mr. Dunn. On her behalf it was argued that by section 24 (6) of the Partnership Act partners must act without remuneration, and that the defendants had no right to vote themselves or other partners a salary, Garwood because he had assigned his share, and Paynter because he was a trustee, and should not prejudice his *cestui que trust*. On behalf of the defendant Paynter it was argued that under section 31 the assignee of the share of a partner has no right to interfere in the management of the trust, and must, therefore, accept the statement of accounts by the partners. It was also argued that the salaries were paid for extra work done, that the plaintiff was bound by the statement of accounts, and that the question could not be decided in the absence of Mr. Dunn. *Watts v. Driscoll* (1901, 1 Ch. 294) was cited.

BUCKLEY, J., after stating the facts, said that under section 24 *prima facie* the two partners, Mr. Paynter and Mr. Dunn, were not entitled to anything because they did work for the partnership. But under section 31 the effect of an assignment by a partner of his share now was not to effect a dissolution, nor to give to the assignee during the continuance of the partnership any right to interfere in the management or administration of the partnership business. The assignee must accept the account of the profits agreed to by the partners. He was entitled only to receive the share of profits to which the assigning partner would otherwise be entitled. The question was whether an assignment such as that in this case, which it was conceded was *bona fide*, did not bind the assignee as being something done in the management or administration of the partnership business of which the assignee could not complain. It seemed to him that to hold that it was not would be disastrous. Suppose that A., B., and C. were partners, and A. assigned, B. and C. could not say that that effected a dissolution. The contention of the plaintiff involved this, that B. and C. continued bound towards a partner, who, by the assignment, was rendered incapable of *bona fide* agreeing with them in a matter of management or administration which otherwise he could have agreed to. He thought that would be a very serious result. Suppose the case of a house belonging to a partnership let at a rental and that the partners thought it very desirable that one of the partners should live there, because it was adjacent to the partnership premises, and that they got rid of the tenant and that the partner went and lived there, paying no

rent. Could an assignee complain of that? He should say not. In the beneficial management or administration of the partnership the partners agreed among themselves to do something, which, he agreed, would diminish the profits of the partnership, but it was something *bona fide* done for management or administration. In the present case what took place was that the partners *bona fide* considered that it was for the good of the partnership that the sales, say, at the pit's mouth should be checked, so as to stop robbery, and that one partner should superintend that work, and see that moneys were properly received, and that he should be paid for that work. He thought that was something *bona fide* done in the management and administration of the partnership business. Mrs. Garwood could not say that she had lost the £150, and at the same time take the benefit of the saving which had, perhaps, been effected by stopping the robbery in the sales thus made. He thought also that Mrs. Garwood was bound by the settlement of accounts which took place in 1867. He therefore held that the salaries ought to be allowed.—COUNSEL, *Buckmaster, K.C.*, and *A. C. Clouston; Astbury, K.C.*, and *Boothwick; H. Terrell, K.C.*, and *Sheldon*. SOLICITORS, *Collyer-Bristow, Hill, Curtis, & Dods*, for *Ralph Sheriton Holmes, Newcastle-on-Tyne; King, Wigg, & Co.*, for *Clayton & Gibson, Newcastle-on-Tyne; Withers, Pollock, & Crove*.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

Solicitors' Case.

Re *BAKER, LEES, & CO.* C. A. No. 1. 15th Dec.

COSTS—TAXATION—PARLIAMENTARY AGENTS AND SOLICITORS—PRIVATE BILL IN PARLIAMENT—JURISDICTION.

This was an appeal from an order of Ridley, J., directing that a bill of costs which had been delivered by Baker, Lees, & Co., to persons who had been the promoters of a private Bill in Parliament, should be taxed by one of the taxing-masters of the Supreme Court. Baker, Lees, & Co. were Parliamentary agents and solicitors. The bill of costs consisted exclusively of such charges as might rightly have been made by Parliamentary agents who were not solicitors. The question was whether the taxation of the costs of private Bills in Parliament was regulated solely by 10 & 11 Vict. c. 69 and 12 & 13 Vict. c. 78—formerly 6 Geo. 4, c. 123 and 7 & 8 Geo. 4, c. 64—or whether the fact that Parliamentary agents were also solicitors brought the taxation of their bills of costs within the jurisdiction created by section 37 of the Solicitors Act, 1843. The following cases were cited: *Allen v. Aldridge* (5 Beav. 401), *Re Strother* (3 K. & J. 518), *Re Sudlow & Kingdom* (11 Beav. 400), *Re Oliver* (36 L. J. Ch. 261), *Re Pollard* (20 Q. B. D. 656), *Re Collyer-Bristow & Co.* (1901, 2 K. B. 839).

THE COURT (COLLINS, M.R., and ROMER, L.J.) allowed the appeal. COLLINS, M.R., said it was not contended that a solicitor had immunity from taxation by an officer of the Supreme Court where his bill was a mixed bill consisting partly of items such as only a solicitor could charge, and partly of items for work such as any Parliamentary agent who was not a solicitor might do. In such a case the bill was subject to taxation in this court under the Solicitors Act. But where a bill consisted exclusively of items for work such as any Parliamentary agent might do, the jurisdiction conferred by the statutes of 10 & 11 Vict. and 12 & 13 Vict. was incompatible with the jurisdiction conferred by the Solicitors Act.

ROMER, L.J., said the appellants were employed by the promoters solely as Parliamentary agents, and not at all as solicitors, and the work charged for here did not satisfy the test laid down by Lord Langdale, M.R., in *Allen v. Aldridge* for determining whether charges made for any particular business were taxable in the High Court: "It must be business connected with the profession of an attorney or solicitor—business in which the attorney or solicitor was employed because he was an attorney or solicitor, or in which he would not have been employed if he had not been an attorney or solicitor, or if the relation of attorney and solicitor had not subsisted between him and his employer."—COUNSEL, *Danckwerts, K.C.*, and *Vesey Knox; Warrington, K.C.*, and *Tudor Howell*. SOLICITORS, *Baker, Lees, & Co.; Blair & W. B. Girling*.

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

Law Societies.

United Law Society.

Dec. 15.—Mr. C. H. Kirby presided.—Mr. J. H. Sturges moved: "That unpaid magistrates should be abolished." Mr. R. D. Workman opposed. There also spoke Messrs. J. B. Yates, J. W. Weigall, E. T. Cox-Sinclair, R. W. Atkins, and N. Tebbutt. Mr. Sturges replied. The motion was lost.

Law Guarantee Society.

Extension of Premises.

Since the opening of the new building of the Law Guarantee and Trust Society (Limited) in Chancery-lane in 1892, the business of the society has grown at a rate which has tested the capacity of the staff, numbering at present upwards of sixty clerks, to the utmost, whilst it has been altogether too much for the capacity of the premises, ample as they were considered for all needs at the time of their erection. The society has accordingly found it necessary to take in the courtyard at the rear of their building and to acquire Nos. 1 and 2, Quality-court, upon the site of which they have built, thus covering

every foot of the property at their disposal. It may safely be said, however, that they are now in a position to cope with their ever-increasing business for the next few years at any rate, but for a long time past the accommodation has not been nearly sufficient. Every department has been cramped for room and the general manager has had to take up his quarters in the board room.

The alterations include the remodelling of the rear portion of the ground floor of the old building, by which accommodation has been provided for the work of the mortgage and debenture and licenses insurance departments, leaving ample space in the old part for the fidelity guarantee, contingency, and trusteeship departments. A room has also been allotted for the use of the society's agency inspectors, and a comfortable waiting-room has been added on the same floor. A room for the general manager forms part of the new buildings on this floor, and convenient rooms have been arranged for the assistant manager and the assistant secretary, amply provided, as indeed is the case everywhere else, with telephonic communication with all parts of the building and with the lines of the National Telephone Co. Adjoining is the claims department, where the business connected with property which gets into difficulties is looked after. Equal in importance with obtaining new business is the question how best to deal with claims, and the result of the society's operations sufficiently proves that in this respect the office has not been found wanting.

On the first floor is the audit and the survey and valuation departments, three rooms in all, and a fourth room in which are stored records of property. The society flatter themselves that they have a record for valuing second to none in the United Kingdom. No firm of valuers could supply the amount of information which is at their command. The room contains over 660 maps of the city of London alone, and, of course, the department extends as the business of the office generally increases. Upon the same floor is the agency department, where the agency superintendent attends to the representatives of the society scattered all over the kingdom; and as nearly every important city has a branch, and every town and most villages an agent, there is naturally plenty to do. A third room is devoted to the statistical department, a most important department which includes also the investment and sinking fund departments. By the use of the "card" system every transaction is most carefully indexed, so that its position can be ascertained at a moment's notice. The society has frequently a considerable number of debentures which they guarantee both as to principal and interest, which they offer for subscription—they have placed over a million sterling in a single year. Close at hand is the typewriting and telephone room, an entirely new department for which the new building has provided space, in which are a number of lady clerks operating the machines. The principal feature of the room is the telephone switch-board, the manipulation of which occupies the entire time of one of the lady clerks. A large addition has also been made to the strong-rooms in the basement, where are kept deeds and other papers of value, as well as such of the society's books as are not in constant use. American radiators by means of hot-water pipes diffuse a pleasant warmth throughout the building.

Agency Allowances Between Solicitors.

THE following is the report of the Committee of the Incorporated Law Society of Liverpool on this subject:

The committee have considered the letter from the secretary of the Incorporated Law Society of the United Kingdom, dated the 26th of March, 1902, inviting the assistance of the society upon the subject of agency allowances between solicitors, and it is proposed to deal with the various questions in the order in which they are set out in the secretary's letter.

1. The employment by an English solicitor of another English solicitor not being his London agent.

This subject divides itself into two parts (a) contentious business and (b) non-contentious business.

As to contentious business, since the establishment of district registries, the practice appears to be the same as that adopted by and with London agents, and to make and receive agency allowances, and the committee do not see any distinction in principle between two country solicitors working on agency terms and a country solicitor employing a London agent. Moreover, it appears to be the general practice that where London solicitors who act as London agents employ a country solicitor in contentious business the former expect and receive agency allowances.

In non-contentious business it is a matter of arrangement between the two solicitors as to whether any agency allowance is made or not, and in the opinion of the committee there is no general rule which can be applied.

In small matters, such as the examination of deeds with an abstract of title, it is unusual for the agent to make or to be asked for any allowance, but in larger matters it is usual for the solicitor who employs the agent to arrange with him prior to his employment to do the work on agency terms.

2. The employment by an English solicitor of a qualified legal practitioner in

(a) Scotland.

(b) Ireland.

In both these countries the allowance of agency is not so general as in England, but agency allowances are frequently given and made, though there are solicitors in Scotland and Ireland who decline to act on agency terms.

c. British Colonies or Possessions.

An agency allowance in these cases is not usually made in the absence of

special arrangement for solicitors.
d. Foreign.
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special arrangement. It is understood, however, that it is not uncommon for solicitors in Australia to do work on agency terms.

d. Foreign countries.

It is not the general practice to make or receive agency allowances in these cases.

(e) There does not appear to be any distinction in practice between the cases in which proceedings are taken in any court, other than the English courts, and general business not in any court.

Generally.

The committee are of opinion that it would be inexpedient, in the absence of judicial investigation, to express an opinion which might operate to the prejudice of any solicitor who might have to deal with the question in the course of legal proceedings, or to lay down any hard and fast rule as to the division of profits.

Legal News.

Information Required.

CORNELIA MARY ANN Codd.—Any person having in his or her possession a Will made by Mrs. Cornelia Mary Ann Codd, who died at 13, Earl's Court-gardens, Kensington, London, on the 29th of November last, or who may have made or have any knowledge of a Will of the said deceased, are requested to communicate at once with Messrs. Walker, Martineau, & Co, of 36, Theobald's-road, Gray's-inn, W.C., solicitors.

General.

The Brussels correspondent of the *Times* records the death of Mr. Van Schoor, chief judge of the Court of Appeal, an eminent jurist and author of several standard works on legal subjects, in the 63rd year of his age.

A remarkable character recently passed away, says the *Daily Mail*, at Pudsey, near Leeds, in the person of Mr. Henry Gott. He started life as a letter carrier, and though he had only one hand he became postmaster. He was also an auctioneer and local "willmaker." In the latter calling he was supposed to have become possessed of more family secrets than anybody in the district.

Old customs, says the *Daily Mail*, die hard at Beaconsfield, in Bucks, where a Court Baron has just been held, under the presidency of the steward (Mr. G. A. Charaley), who has held the office for the past half-century, and his ancestors for 100 years before him. The appointments made included those of ale-tasters, constables of the manor, head borough, leather sealers, bailiffs, and crier and bill-poster.

The judges (Bigham and Channell, JJ.) have fixed the following commission days for the Winter Assizes on the Western Circuit: Devizes, Monday, the 12th of January; Dorchester, Friday, the 16th of January; Taunton, Tuesday, the 20th of January; Bodmin, Monday, the 26th of January; Exeter, Friday, the 30th of January; Winchester, Friday, the 6th of February; Bristol, Saturday, the 14th of February. Mr. Justice Channell will not join the circuit until Exeter is reached.

Mr. Justice Channell, usually the most patient of judges, has, says the *Globe*, been moved to protest indignantly against the verdict of a jury at Leeds. The prisoner was charged with attempting to commit a criminal assault upon his landlady, and the jury found him guilty of a common assault. "If you have deliberately come to that verdict," said the learned judge, "I can only say you have not attended to the evidence in the least, but the prisoner is entitled to the benefit he gets from your stupidity."

Mr. Justice Bruce has fixed the following commission days for the Winter Assizes on the North Wales Circuit: Welshpool, Tuesday, January 13; Dolgelly, Thursday, January 15; Carnarvon, Saturday, January 17; Beaumaris, Friday, January 23; Ruthin, Tuesday, January 27; Mold, Saturday, January 31; Chester, Saturday, March 7; Cardiff, Saturday, March 14. At the conclusion of the business at Mold the judge will come back to London, afterwards returning to Chester and Cardiff, accompanied by Mr. Justice Phillimore.

On a certain occasion, when pleading a case at the bar in a western court, says the *Albany Law Journal*, Mr. B. observed that he would conclude his remarks on the following day unless the court would consent to "set" late enough for him to finish them that evening. "Sit, sir," said the judge, "not set; hens set." "I stand corrected, sir," said counsel bowing. Not long after, while giving an opinion, the judge remarked that under such and such circumstances, an action would not "lay." "Lie, may it please your honour," said the counsel, "not lay; hens lay."

At the Leeds Assizes, on Tuesday, before Mr. Justice Channell, James Rider, solicitor, on bail, pleaded "Guilty" to the charge that he, being a trustee of the sum of £2,150 for the benefit of Annie Elizabeth Jordan, wilfully converted the same to his own use, with intent to defraud. The learned judge said that no doubt the punishment inflicted upon the prisoner would be much greater than similar punishment would be to a man in a different situation, besides which he had lost his position and character, but punishment had to be administered not only in reference to the individual before the court; and considering the trust that is placed—and in an overwhelming number of cases rightly placed—in solicitors it was necessary, when they did commit such offences, that a very substantial punishment should be inflicted. His lordship then, after stating that he would be sorry to pass a sentence which would make it improbable that the prisoner would come out and again do his best to restore himself to a respectable position, sentenced him to three years' penal servitude.

In the City of London Court last week, says the *Times*, Judge Lumley Smith, K.C., gave a decision of much interest to the legal profession. It seems that for the past forty years the late Mr. Commissioner Kerr had allowed the practice of one solicitor being employed by others to conduct cases in court as if he were a barrister. Mr. Registrar Wild had held that he would not allow the costs of one solicitor who advocated a case for another practitioner, and Judge Lumley Smith was asked to decide the matter having regard to the considerable extent to which the practice had grown. He now held that solicitors' fees could not be allowed where they appeared for other solicitors; and in another case he refused to hear a solicitor who appeared for a plaintiff where another solicitor's name was on the record. Next day, in the same court, Judge Rentoul, K.C., referred to the decision of Judge Lumley Smith, K.C. He wished to say that both his colleague and himself had been said to know that the practice existed. It had not, however, been formally brought to their notice till now. A threat had been made to bring the matter before the Lord Chancellor in connection with that court and several other county courts. The practice was wholly illegal, entirely dishonest, and a fraud on the other branch of the profession—the bar. A solicitor briefing another knew perfectly well that it was contrary to the Act of Parliament. Mr. Hymen Isaacs, Mr. Leonard Wells, Mr. James H. Welfare, and Mr. T. H. Aldous, solicitors practising at the court, said that, when practitioners had small cases to attend to in two or more courts on the same day, it was very convenient to employ a brother solicitor. Surely that was not illegal. Judge Rentoul said if the case was transferred bodily and completely to the other solicitor it was quite proper, but if notice of change of solicitors was to be given and then a change back again, that would amount to a colourable evasion of the law. And this was what was said to be a regular practice of some solicitors who lived solely by advocacy. He was told that the Incorporated Law Society and the Bar Committee were going to consider the matter, and he was glad to hear it. Personally he would not be responsible for anything being done in that court which was not according to the rules which should exist between solicitors and barristers.

At the Birmingham Assizes on the 11th inst. Mr. R. H. Milward was found guilty on an indictment containing five counts of misappropriation of moneys. In response to the judge's wish for some information as to the real amount of the defalcations, Mr. Luke J. Sharp again went into the witness-box. His lordship said the total amount of money received from clients was about £84,000. How much of that is secured. Witness: None of that.—Is there any asset to meet that except this £69,000? No.—Are those clients claiming under the bankruptcy? Yes; they will make their claims in due course.—Are there many small amounts? There is one of £6,000, and there are very few small people. They are principally large sums.—Mr. Milward, before the judge passed sentence, asked his lordship to consider that he was in his sixty-fifth year. His mother died in her sixty-fifth year, and two elder brothers died at that age, so that in all probability he had only another year or two to live. He had only just recovered from a terrible attack of illness, which left him for weeks at the point of death. The probability was that any sentence which his lordship passed would result in his passing the remainder of his life in prison. The Lord Chief Justice, in passing sentence, observed that judges had a very painful duty to perform, and there were cases in which, when they had to deal with terrible crimes, their feelings became much more harried than perhaps they did in smaller cases. But to him nothing ever gave him greater pain than in having to sentence a man in defendant's position of life, and the more so because he (the learned judge) believed that he had been respected by his neighbours in years gone by. He himself had been connected professionally with the defendant, and had a great regard for him. He had, however, to remember this, that if they did not recognize the proper punishment in cases of people of education and position, who were guilty of such crimes as this, how could they mete out justice to poor men who had been tempted and have yielded to temptation. There was no doubt that many thousands of pounds had been misappropriated by the defendant. It was utterly impossible for him to deal with the matter, where a solicitor, and gentleman, and man of position, had allowed himself to misappropriate other people's money to this extent, other than by passing a severe sentence upon the defendant. His lordship concluded: "I direct you to be kept in penal servitude for six years."

In Court of Appeal No. 1 this week the Master of the Rolls said (we quote from the *Times*): As this is the last case in the new trial paper, and as a good deal of misapprehension prevails as to the state of business in this court, I desire to state exactly how matters stand. The business of this side of the Court of Appeal consists of various subject-matters of appeal. There are first of all interlocutory appeals, which are very numerous and occupy a considerable part of the time of the court. There are appeals in workmen's compensation cases. There are also appeals from decisions at *Nisi Prius*, some of which—and the most important part—are applications for a new trial or for judgment in cases tried with a jury; and others are those called final appeals, though it might be pointed out that quite nine-tenths of the cases in the new trial paper are really final appeals, the decision in them being final. In all departments of its business, except the list of final appeals, the court is fully abreast of its work. In the interlocutory list about 100 cases, including original motions, have been disposed of this sitting, and in that list there can in no possible sense be said to be any arrears, and before rising for the Christmas vacation we shall in all probability have disposed of all the appeals in that list. With regard to the appeals under the Workmen's Compensation Act, 1897, the last case which was entered in that list at the beginning of the present sittings is in to-day's list of cases for hearing. With reference to the cases in the new trial paper, which embraces the larger half of the appeals against decisions at *Nisi Prius*,

they have been practically disposed of up to date. We have heard and determined all the cases in that list which were set down for hearing at the beginning of the present sittings and in which the parties were ready to proceed, and those which have been set down since are not large in number, not in fact more than twelve. Therefore, the only branch of business in which there are any arrears is in the list of final appeals, which includes appeals from the judgment of a single judge sitting without a jury, and appeals from the decision of the Divisional Court, which latter class of appeals are few in number. I myself am old enough to remember the time when no one expected to have his rule for a new trial heard and disposed of under about a year from the time when the verdict was pronounced. There can be no doubt that there is a substantial accumulation of arrears in the list of final appeals. But, as I have pointed out, it is the only list in which there are any arrears. Those appeals are, however, in serious arrear, but we have good ground for hoping that before the next sittings have come to an end a substantial inroad will have been made in those arrears. The Lord Chancellor, I hope, will preside in another court, which, in conjunction with this division of the court, will deal with the appeals in the final list.

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7d. and 1s. 1d. James Epps & Co., Ltd., Homeopathic Chemists, London.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEEWICH.	Mr. Justice BYRNE.
Monday, Dec.	22 Mr. Jackson	Mr. Theod	Mr. Church	Mr. R. Leach
Tuesday	23 Pemberton	W. Leach	Greswell	Godfrey
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JONES.	Mr. Justice SWINNEY EADY.
Monday, Dec.	22 Mr. Pemberton	Mr. Beal	Mr. King	Mr. W. Leach
Tuesday	23 Jackson	Carrington	Farmer	Theod

The Christmas Vacation will commence on Wednesday, the 24th day of December, 1902, and terminate on Tuesday, the 6th day of January, 1903, both days inclusive.

The Property Mart.

Result of Sale.

At Messrs. H. E. FOSTER & CRAWFORD'S Property Auction, E.G., on Wednesday last. Leasehold Ground-rents amounting to £220 4s. 1d. per annum, arising out of 75 houses at Islington, King's Cross, Kentish Town, and Kennington, held at low rents for long terms, having about 24, 28, and 47 years unexpired, the whole being of the estimated rental value of £2,875 per annum, were sold in five lots, the price realized being £3,465.

Winding-up Notices.

London Gazette.—FRIDAY, DEC. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARBOLENT LIGHT SYNDICATE, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Alfred Edward Mallow Davis, 28-31, Bishopsgate at Withia. Hubbard, Abchurch la, solor for liquidator

BRIGHTON AND HOVE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to F. Lupton Carter, Palmira House, Hove

DAT, NEPHEW, & SON, LIMITED—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Albert George Day, West Park st, Dewsbury

EXPRESS ROYALTY COOLER SYNDICATE, LIMITED—Ptn for winding up presented Dec 9, directed to be heard at the County Court House, Queen st, Huddersfield, Jan 15. Armitage & Co, 18, Westgate, Huddersfield, agents for Tarry & Co, 17, Serjeants' inn, Fleet st solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14

FIRE PURCHASE SYNDICATE, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Malcolm Hubbard, 19 and 14, Abchurch in

HUTTING & CO, FELLING ON TYNE, LIMITED—Ptn for winding up presented Dec 10, directed to be heard at the Court House, Westgate rd, Newcastle upon Tyne, Dec 22. Wilkinson & Marshall, 1, Moseley st Newcastle upon Tyne, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 20

PORTER CLARK WATER SOFTENING CO, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to A. E. Littlefield 79, Gracechurch st

RED HILL (W.A.) GOLD SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 1, to send their names and addresses, and particulars of their debts or claims, to Lewis Brecken Linnets, 42, Foultry. Wells & Sons, Paternoster row, solors for liquidator

THAMES MINING MACHINERY CO, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to R. Williams, 69, Queen Victoria st

London Gazette.—TUESDAY, DEC. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH EAST AFRICAN SYNDICATE, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to James Kersley Gray, Finsbury House, Blomfield st

CARDIFF ARRATED WATER CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts or claims, to Morgan & Co, 33, St Mary st, Cardiff

ORCIL WEAY & CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Crowther Atkinson, East Parade, Leeds. Wormald & Co, solors for liquidator

DAY, NEPHEW, & SON, LIMITED—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts and claims, to Albert George Day, West Park st, Dewsbury

GOLDEN ARROW MINE, LIMITED (IN LIQUIDATION)—Creditors in Europe are required, on or before Feb 3, and elsewhere on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Fred Moore, 31 and 33, Gresham st, Blackman, Gresham House, Old Broad st, solor to liquidator

JOHN ASHWORTH, LIMITED—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to William Brindle, 12, Acersfield, Bolton. Fullagar & Hulton, solors for liquidator

JOLLY MINERAL WATER CO, LIMITED—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts or claims, to Fred Marsh, 8, Bowker's row, Bolton

LONDON AND LISBON CORK WOOD CO, LIMITED (IN LIQUIDATION) (which is being wound up voluntarily)—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Laurence G Oldfield, Chestersfield House, 93, Great Tower st

LONDON VEHICULAR CO, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to George Albert Ford, 22, Coleman st

LUMS MILL SPINNING CO, LIMITED—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Whitby Lawton, Clough House, Boyland, near Halifax. Shoemaid, Halifax, solor for liquidator

NEWS PRINTING AND PUBLISHING CO, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to William Henry Armitage, Market pl, Dewsbury

SPA RESIDENTIAL HOTEL (TUNBRIDGE WELLS), LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 29, to send their names and addresses, and the particulars of their debts or claims, to Henry Riches, 31, Cannon st, Worthington & Co, Nicholas in, solors for liquidator

TOM MELLIOTT (BOURNEMOUTH), LIMITED—Creditors are required, on or before Jan 30, to send their names and addresses, and the particulars of their debts or claims, to Sydney Robert Pettitt, Wilts and Dorset Bank chmbrs, Bournemouth. Cooker & Turner, Bournemouth, solors for liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 5.

ALLEN, SAMUEL, Tunbridge Wells, Grocer Dec 31 Allen, Tunbridge Wells

AUSTIN, ELIZABETH, Kingsthorpe, nr Northampton Dec 31 Watson, Leicester

AVELLING, CHARLES TAYLOR, Stamford Hill, M D Jan 15 Francis & Co, Abchurch yard

BARNES, JAMES, Atherton, Lancs Jan 7 Dootson, Leigh, Lancs

BARNES, SAMUEL, Woolwich Feb 1 Whale, Woolwich

BATES, CLARA LOUISE, Newton rd, Bayswater Jan 19 Freeman & Son, Foster ln, Chesham

BEART, WILLIAM WELDON, Stow Bardolph, Norfolk, Farmer Jan 6 Beart, Downham Market, Norfolk

BRINTVALL, DAVID, Maxilla gds, n Kennington Jan 16 Pike & Co, Old Burlington st

CROWWELL, LOUISE, Blackford, Camock, Staffs Dec 22 Gardner, Camock

BRADLEY, RICHARD JAMES, Northfleet, Kent, Baker Dec 27 Mitchell & Macartney, Gravesend

BRIDGES, STEPHEN WILLIAM, Amhurst park, Stamford Hill, Coachbuilder Jan 20 Cooper, Chancery la

CARR, ELIZABETH AGNES, Alnwick, Northumberland Jan 14 Hindmarsh, Alnwick

COCKBURN-HOOD, Rev JOHN SHAPLAND ELLIOTT, Kirby Fleetham, Yorks Dec 31 Gray & Dodsworth, York

COLEMAN SAMUEL, Thornton Hough, Chester Jan 16 Griffin Bros, Liverpool

COX, EDWARD, Badgworth, Somerset, Corn Factor Dec 31 Marsh, Axbridge, Somerset

CREAGH, EDWARD FITZ GERALD, St Leonard's, Sussex Jan 20 Creagh, Southsea

DARVILL, EMILY FLORENCE, Bexhill Feb 1 Atkinson, Bexhill on Sea

DAVIS, WILLIAM, Colchull, Warwick, Licensed Victualler Jan 15 Ryland & Co, Birmingham

DAWSON, ELIZABETH, Whitehaven Dec 20 Whiteide & Franks, Whitehaven

DE VRIES, FRITS ELAZER, Water ln, Tower st, Provision Merchant Jan 13 Camm & Co, Coleman st

DIXON, THOMAS CANNELL, Whitehaven, Cumberland Jan 10 Brookbank & Co, Whitehaven

FERGUSON, MARIA, Sharow, nr Ripon, Yorks Jan 23 Minet & Co, King William st

FITZGIBB, MARTHA, Stoke Ferry, Norfolk Dec 31 Matthews, Swaffham, Norfolk

FOURDREINER, EMMA GEORGINA, Torquay Dec 27 Plant Tillington, Staffs

FRANKLAND, JOHN, Kirkby Malzeard, Yorks, Yeoman Dec 31 Edmundson & Gowland, Masham

FUMAGALLI, CAMILLO, Pimlico, Restaurant Keeper Jan 19 Leggatt & Co, Raymond bligs, Gray's inn

GRANT, RICHARD FANSELL ANTHONY, Cowes, I of W Dec 27 Watson & Sons, Cowes

HAYWARD, CHRISTOPHER GEORGE, Needham Market, Solicitor Jan 6 Hayward & Son, Needham Market, Suffolk

HILL, CHARLES, Derby Jan 6 Gadaby & Co, Derby

HOLDEN, SARAH, Royton, Lancs Jan 7 Mellor, Oldham

HOLMES, ELIZABETH, Bredbury, nr Blakpott Dec 16 Smith & Sons, Hyde

HOMLEY, JOHN, Malpas, Yorks Jan 24 Hobson, Pocklington

HOOK, WILLIAM, Chatham Dec 31 Hearn, Chatham

LAW, SARAH ALICE AINSWORTH, Morecambe Dec 31 Holt & Co, Manchester

LEE WILLIAM, Stamford, Lincs Dairyman Jan 1 After, Stamford

LUNDEN, WILLIAM, Alnwick, Northumberland, Carter Jan 2 Douglas, Alnwick

LUTMAN, JOHN, Lewes, Watchmaker Jan 15 Hillman, Lewes

MEAD, FREDERICK, St Paul's Churchyard, Woolen Warehouseman Jan 14 Lindsay & Co, Ironmonger in

MILLER, SARAH, South Creaks, Norfolk Dec 31 Cates & Co, Fakenham, Norfolk

MOORE, WILLIAM, Aldeburgh, Suffolk Jan 1 Loar & Casley, Ipswich

PANTON, CONSTANT, Old Kent rd Jan 12 Hays & Co, Clement's in

PENNINGTON, ELIZABETH, Ely, Cambridgeshire Jan 15 Archer & Archer, Ely, Cambridgeshire

POLLACK, MADRIEL, Little Heath, Herts Dec 31 Bloomsbury, John st, Bedford row

REID, ELIZABETH STRATTON, Dover Jan 13 Gill, Devonport

BONWAY, JOHN, Huddersfield, Macclesfield Jan 10 Bullock & Swindells, Macclesfield
 BOWEN, JAMES THOMPSON, Hull Jan 8 Frankish & Co, Hull
 BRIDGEMAN, HERBERT GORDON, ELPHINSTONE, Davisburg, Alta, Canada Jan 1 Seal & Meglow, Serjeant's Inn, Temple
 THOMAS, JAMES, sen, Newchurch East, Mon, Farmer Dec 13 Morgan & Co, Chesham
 TUCKER, BENJAMIN AUSTEN, Dover, Builder Dec 29 Mowll & Mowll, Dover
 TUCKER, JANE, Dover Dec 29 Mowll & Mowll, Dover
 TREDEGAR, SAMUEL, Altrincham, Chester Jan 14 Sutton & Co, Manchester
 WARREN, HOWARD, Hoxton, Art Chair Manufacturer Jan 7 Booty & Bayliffe, Raymond's Bldg, Gray's Inn
 WARREN, MARIA, Old Park, nr Dawley Jan 6 Holmes, Oakengates, Salop
 WILSON, DAVID, Brookroyd, Batley, Yorks, Woollen Manufacturer Jan 24 Brearley, Batley

London Gazette.—TUESDAY, Dec. 2.

ATKINS, JOHN, Witham, Essex Jan 30 Alsop & Co, Liverpool
 BARNOL, JOSEPH TOULMIN, Kensington Jan 31 Taitton, Kensington High st
 BAUMONT, LETITIA, Warrington Jan 31 Davies & Co, Warrington
 BERNELL, ALFRED JOSEPH, Dover Jan 3 Mowll & Mowll, Dover
 CHAMBER, SAMUEL, Thornton Hough, Chester Jan 18 Quiggin & Bros, Liverpool
 CHURCHMAN, HENRY, Cape Coast Castle, Gold Coast Colony, Solicitor Jan 2 Moody & Woolley, Derby
 DAVIES, ANN, Fleur de la, Mon Jan 5 Thomas, Cardiff
 DAVIS, JOSEPH, Great Alms, Warwick Dec 31 Davis, Solihull, Warwick
 DIBBES, FRANK, Kestleigh, Licensed Victualler Jan 31 Bailey & White, Eastleigh
 DOWNEY, HENRY FENDLEBURY, Belling Jan 10 Dowson & Co, Surrey st, Victoria Embankment
 ELLIS, WILLIAM, Altrincham, Chester Jan 10 Lambert & Smith, Manchester
 GIBERT, SARAH, Lichtfield Jan 30 Sward & Son, Hanley
 GIBLEY, ANTHONY, Liverpool Jan 7 Bremser & Co, Liverpool
 GURLEY, SIR EDWARD TEMPLELEY, Queen Anne's mans, Westminster Dec 31 Steel & Co, Sunderland
 GIBSON, WILLIAM, Brompton, Cheshirefield Jan 5 Bunting & Son, Cheshirefield
 HENY, JAROLINE, Bedford Jan 17 Earle & Co, Manchester
 HOLDSWORTH, HENRY, Bury, Farmer March 1 Balcock, Burnley
 HOWARD, WILLIAM, Tottenham, Labourer Dec 31 Mellor, Downham Market
 HEDSWELL, THOMAS, York Jan 10 Spink & Brown, York
 JOHNSON, HARRIET, Wimbitham, Norfolk Dec 31 Mellor, Downham Market
 JONES, ALFRED, Kenley, Surrey Jan 30 Barron & Son, Lippin's inn fields
 LAMBERT, JAMES JOHN, Manchester, Solicitor Jan 10 Lambert & Smith, Manchester
 LANG, ARTHUR, Rue Platin, Brussels Jan 15 Simmons, Finsbury pvt
 LAFORT, ANN, Beckham, or MATILDA LAFORT, Worthing Jan 1 Ashbridge, White-lapel rd
 LOVEBOY, MARIA, Hove Dec 31 Grover & Co, Temple
 MILLS, THOMAS, Rochdale, Pawnbroker Jan 31 Jackson & Co, Rochdale
 MORTATT, BENEDICT, Hoxton, Oldman Jan 9 Edwards, Quality of, Chancery in
 MOORE, BENJAMIN, Chatham, Dentist Jan 5 Hayward & Co, Rochester
 OVERSHAW, JOHN, Bury, Licensed Victualler Jan 17 Butcher & Co, Bury
 PINK, JOHN, Llanas, Flint Jan 14 Bromley & Co, Rhyl
 RIVERS, LADY CATHERINE, North Brenton, Devon Jan 23 Adam & Co, Bath
 ROWE, MARY, Upper Fenn, Staffs Jan 6 Underhill & Thorneycroft, Wolverhampton
 SACKLEY, CHARLES GORDON, Asch, Berks Jan 10 Hopburn, Westbourne grove
 SEMSON, RICHARD, Kingston upon Hull, Steam Trawler Owner Feb 14 Kollis & Sons, Hull
 THE GEORGE, East Coast, I of W, Painter Jan 17 Bailey, jun, Newport
 THOMAS, RENEECA, Milvorton, Somerset Jan 15 Michell, Wellington, Somerset
 THOMAS, WILLIAM, Stow Bardolph, Norfolk, Farmer Dec 31 Mellor, Downham Market
 VAN BORNHUIS, FRITZ THEODORE HEINRICH, Alte Raben Strasse, Hamburg, Merchant Jan 10 Plunkett & Leader, St Paul's churchyard
 WALKER, REGINALD THOMAS, Raymond bldg, Gray's inn, Solicitor Dec 31 Rickards, Leeds
 WATT, JAMES, Almsdale, Lancs Jan 8 Brown & Co, Southport
 WALTON, EDWARD HYEM, Elm Park gdns Dec 31 Grover & Co, Temple

WOTHERPOON, MARIAN, Christchurch, New Zealand Jan 31 Sole & Co, Aldermanbury
 WROUGHTON, EDWARD NORRIS, Hove Jan 15 Boulton & Co, Northampton sq
 ZACHARIASEN, LOUISA ELKANOR, Putney Feb 2 Lovell & Co, Gray's Inn sq

London Gazette.—FRIDAY, Dec. 12.

AIRY, GRACE, Lancaster Jan 9 Hall & Co, Lancaster
 BAKER, WILLIAM, Caledonian rd, Islington, Awl Blade Manufacturer Jan 13 Mole & Son, Gray's Inn sq
 BACLEY, DAVID, West Norwood Jan 13 Sims, New Broad st
 BRAMONT, LETITIA, Warrington Jan 31 Davies & Co, Warrington
 BRILE, CHARLES HENRY, Liverpool Jan 10 Kenyon, Liverpool
 BERRISLEY, FLORENCE CRIDDLE, Upham Park rd, Chiswick Jan 19 Gibson, Chelsea
 BERRIMAN, JOHN EVA, Bodriggy, Phillack, Cornwall Jan 16 Boase, Penzance
 BETTS, LOTT HENRY, Ipswich, Innkeeper Jan 9 Strick & Co, Ipswich
 BROMLEY, EDWIN, Headingley, Leeds, Estate Agent Jan 19 Arncliffe
 BROWN, WILLIAM JOSEPH, Stock, Essex Feb 1 Woodard & Co, Billiter st
 CARD, MARY MATILDA, Tusbridge Wells Jan 2 Bus, Tunbridge Wells
 CARR, JAMES NICHOLSON, Carlisle, Blount Manufacturer Dec 31 Clatterback & Co, Carlisle
 CARVER, HENRY, Sunderland Jan 10 J G & T Marshall, Sunderland
 CHAPMAN, SARAH, Ords Mallet Feb 1 Gaugust & Metcalfe, Gt Tower st
 CRANE, THOMAS, Tydseley, Lancs, Blacksmith Jan 10 Hope & Garstang, Atherton
 DENNIS, ANN, Newtown, Southampton Jan 1 Louch, Newbury, Berks
 DICKSON, THOMAS, Fuford, Yorks Feb 5 Nicholson & Brown, York
 FORD, CHARLES, Newport Pagnell, Bucks Jan 8 Watkins & Co, Backville st
 FORTSCOTT, THOMAS CHARLES, Deptford Jan 20 Marbank & Co, Deptford
 FORD, CHARLES, Southampton, Furniture Broker Jan 19 Moore & Co, Lymington
 GENT, MARIA, Devonport Jan 24 Gard, Devonport
 GIBSON, JAMES HENRY, Withington, Lancs, Estai: Agent Jan 10 Hadfield & Co, Manchester
 HALLIDAY, THOMAS, Walkden, Lancs, Colliery Fireman March 8 Hart-Dyke, Dushy of Lancaster Office, Lancaster pl
 HARMAN, BENJAMIN, Yeading, Yorks, Tea Dealer's Manager Jan 1 Walmsley, Yeading
 HODGSON, ELIZA, Manningham, Bradford Jan 30 Revell & Durrance, Bradford
 HODSON, MARY, West Derby, Lancs Jan 31 Lowless & Co, Martin's in, Cannon st
 JAMES, HENRY, Crown, Cornwall, Farmer Jan 10 Daniel & Thomas, Camborne
 JONES, SARAH, Hayle, Phillack, Cornwall Jan 15 Boase, Penzance
 JONES, GEORGE, Thetford, Suffolk, Merchant's Clerk Jan 14 Houchen & Co, Thetford
 KIRBY, JOHN, Leicester Jan 31 Williams, Leicester
 KUOH, GEORGE ANDREW, North Shields, Pork Butcher Jan 21 Dickinson & Co, North Shields
 MARSHALL, MATTHEW, North Shields, Timber Merchant Jan 21 Dickinson & Co, North Shields
 NEE, BYRON CHILL, Ripley, Surrey March 1 Marsden & Co, Old Cavendish st
 OVERT, ROBERT, Hailsham, Sussex Jan 6 Coles & Sons, Hailsham
 PRABSON, ANN, Dovenby, Cumberland Jan 2 Lightfoot & Lightfoot, Maryport
 POPE, ALFRED, Sellindge, Kent Jan 15 Mowll & Mowll, Ashford
 REEBECK, HENRY, Brighton Jan 12 Cowley, Brighton
 KNEEN, JOHN ADOLPHUS, Hove, Timber Merchant Jan 31 Turner, Basinghall rd
 SLATER, CHARLOTTE, Derby Feb 12 Powell, Derby
 SMITH, JOSEPH DE CARLE, Norwich, Wholesale Druggist Jan 18 Rlyth, Norwich
 STANDEN, REV WILLIAM, Long Sutton, Hants Jan 15 Flocks & Douglas, Bournemouth
 STEVENS, WILLIAM, Stroud Green Jan 21 Leslie & Co, Gresham bldg, Basinghall st
 STURT, HARRIET, Colwyn Bay, Denbigh Jan 12 Hill, Queen Victoria st
 WHISSELL, GEORGE HARVARD, Maida Vale Jan 23 Thompson & Debenhams, Salters' Hall st, Cannon st
 WHITEHEAD, JOHN, Openshaw, Manchester Jan 9 Banks & Co, Heywood
 WILLIAMS, MARY, Fenn, Staffs Jan 15 Willcock & Taylor, Wolverhampton
 WILLIAMS, WILLIAM, Liverpool Jan 10 Hindle & Son, Liverpool
 WILSON, THOMAS, Exeter, House Agent Jan 15 Buttill & Houlditch, Exeter
 YANE, ANN, Newton Heath, Manchester Jan 16 Pigge, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 12.

RECEIVING ORDERS.

ASTLEY, GEORGE, Leadwater, Bucks, Builder Aylesbury Pet Dec 9 Ord Dec 9
 AVERY, FREDERICK HENRY, Southsea Portsmouth Pet Dec 8 Ord Dec 8
 BAILEY, JAMES, Gt Yarmouth, Lodging House Keeper Gt Yarmouth Pet Dec 8 Ord Dec 9
 BAKER, THOMAS, Tadmor, Sewing Machine Dealer Burnley Pet Dec 8 Ord Dec 8
 BAKER, GODFREY, Bawley Town, Dewsbury, Chemical Manufacturer Dewsbury Pet Nov 28 Ord Dec 10
 BENTLEY, HENRY JAMES, Faversham, Land, Greengrocer Liverpool Pet Nov 21 Ord Dec 8
 BIRCH, EDWARD THOMAS, Hythe, Kent, Butcher Canterbury Pet Dec 6 Ord Dec 6
 BIRCH, LOUIS BURLING, Leeds Leeds Pet Dec 10 Ord Dec 10
 CARLIS, HUGH, Byker, Newcastle on Tyne, Builder Newcastle on Tyne Pet Dec 9 Ord Dec 9
 DOUGHERTY, JOHN, Stockton on Tees, Shearman Stockton on Tees Pet Dec 8 Ord Dec 8
 ELL, MATTHEW PARK, Buryton in Furness, Butcher Buryton in Furness Pet Dec 9 Ord Dec 9
 FULWOOD, BENJAMIN, Bagley, Stuffs, Builder Dudley Pet Dec 6 Ord Dec 6
 HERRALL, JOSEPH THOMAS, Wigan, Grocer Wigan Pet Dec 8 Ord Dec 8
 HOGG, CHRISTOPHER, Epsom, Salop, Farmer Leominster Pet Dec 8 Ord Dec 8
 HILL, RICHARD, Minster, nr Boroughbridge, Yorks, Cartwright Yorks Pet Dec 9 Ord Dec 7
 JORDON, ALBERT WICKES, Rotherham, Yorks, Watchmaker Sheffield Pet Dec 8 Ord Dec 8
 KENTON, ALBERT, Heywood, Lancs, Engine Tenter Bolton Pet Dec 6 Ord Dec 6
 LANE, EDWARD ANIS, Fulham St Mary the Virgin, Norfolk, Farmer Ipswich Pet Dec 3 Ord Dec 8
 MINT, HERBERT GEORGE, Tonbridge, Dayrman Tonbridge Wells Pet Nov 28 Ord Dec 10
 MOODY, GEORGE CLARK, and OLIV LUDVIG LYNNOLAS, Newcastle on Tyne, Shipowners Newcastle on Tyne Pet Dec 9 Ord Dec 9
 NAIL, DICK, Bloister, Oxford, Plumber Oxford Pet Dec 10 Ord Dec 10
 PINE, JAMES, Foulden, Norfolk, Farmer King's Lynn Pet Dec 8 Ord Dec 8
 ROBERTS, ISAAC, Fontenay, nr Camerton, Querryman Auster Pet Dec 10 Ord Dec 10

ROSE, WILLIAM, Leeds, Clothier Leeds Pet Nov 19 Ord Dec 10
 RUSSELL-JONES, M. Maddox st, Costumier High Court Pet Nov 25 Ord Dec 8
 ST CLAIR, CHARLES FREDERICK, Unstons, Derby, Journeyman Baker Sheffield Pet Dec 9 Ord Dec 9
 SHAW, BEACONTH, Batley, Yorks Dewsbury Pet Nov 28 Ord Dec 10
 SOUTHWELL, ALFRED, Borough Market, Fruit Salesman High Court Pet Dec 8 Ord Dec 8
 TAILLY, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Dec 10 Ord Dec 10
 TAYLOR, JOHN WILLIAM, Cleethorpes, Clerk Gt Grimsby Pet Dec 6 Ord Dec 6
 WHITEHEAD, WILLIAM, Stanley, Durham, Miner Newcastle on Tyne Pet Dec 9 Ord Dec 9
 WILES, ALFRED, Dean st, Holborn, Provision Merchant High Court Pet Dec 3 Ord Dec 8
 WOODCROFT, ARTHUR, and THOMAS HENRY HARGRAVES, Luton, Straw Hat Manufacturers Luton Pet Dec 10 Ord Dec 10

FIRST MEETINGS.

ALLEN, ERNEST SMITH, Cardigan, Photographer Dec 20 at 11.30 Off Rec, 4, Queen st, Carmarthen
 AVERY, FREDERICK HENRY, Southsea Dec 19 at 3 Off Rec, Cambridge junc. High st, Portsmouth
 BATTY, WILLIE SHEFFIELD, Grocer Dec 19 at 12 Off Rec, Figgies in, Sheffield
 BONE, HARRY HERBERT, Dymester, Painter Dec 19 at 12.30 Off Rec, Figgies in, Sheffield
 BUTLIN, ALFRED, Leicester, Boot Manufacturer Dec 22 at 12.30 Off Rec, 1, Berridge st, Leicester
 CARLIS, HUGH, Byker, Newcastle on Tyne, Builder Dec 19 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
 CHARD, JAMES RICHARD, Stoke Newington rd, Stoke Newington, Florist Dec 19 at 11.30 Off Rec, 95, Temple chmbrs, Temple av
 COWEN, WILLIAM, Carlisle, Blacksmith Dec 22 at 3 Off Rec, 34, Fisher st, Carlisle
 DAVIS, HENRY EDWARD, Ecclehall, Saddler Dec 22 at 10.45 Off Rec, Westhead's Office, 1, Martin st, Stafford
 DE MICHELLE, LEOPOLD JOHN MANNING, Godalming, Surrey, Barrister at Law Dec 22 at 12.30 24, Midway app, London Bridge
 DICKIN, W H Twickenham Dec 22 at 3 Room 91, Temple chmbrs, Temple av
 DORSON, ANNIE Middlebrough, Boarding house Keeper Dec 19 at 12.30 Off Rec, 8, Albert rd, Middlebrough
 DUNFORD, FRANK, Kingston upon Hull, Commission Agent Dec 19 at 11 Off Rec, Trinity House 1, Hull

DURRANT, JAMES SMITH, Terrington St Clements, Norfolk, Builder Dec 19 at 10.15 Court house, King's Lynn
 ELLIS, CHALONER CHUTE, Richmond Dec 19 at 11.30 24, Railway app, London Bridge
 EVANS, RHYA, Aberystwyth, Glam. Collier Dec 20 at 11.30 Off Rec, 51, Alexandra rd, Swansea
 EVEREST, WILLIAM, High Wycombe, Fish Merchant Dec 19 at 12 1, St Aldgate's, Oxford
 FOX, JOHN HENRY WILLIAM, Earl Shilton, Leicester, Grocer Dec 22 at 3 Off Rec, 1, Berridge st, Leicester
 FRANCE, WILLIAM, Gt James st, Llanos grove, Butcher Dec 19 at 11 Bankruptcy bldg, Carey st
 GREEN, FREDERICK ABRAHAM, Southampton, Insurance Agent Dec 23 at 3 Off Rec, 172, High st, Southampton
 GREIG, LAWRENCE HUBERT, HM Prison, Lewes Dec 22 at 11 Bankruptcy bldg, Carey st
 HAMSON, JOHN WELLS, King's Lynn, Pawnbroker Dec 19 at 10.30 Court house, King's Lynn
 HARGREAVES, SAMUEL HEDLEY, Leeds Dec 19 at 11 Off Rec, 22, Park row, Leeds
 HARRIS, STEPHEN, Postoply, Mon, Builder Dec 19 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
 HAYARD, BENJAMIN, Cardigan, Licensed Victualler Dec 20 at 11 Off Rec, 4, Queen st, Carmarthen
 HIGGINS, WILLIAM JOSEPH, Wolverhampton, Timber Merchant Dec 22 at 11 Off Rec, Wolverhampton
 HOOD, WILLIAM, Stoke Newington, Tea Agent Dec 19 at 12 Off Rec, 95, Temple chmbrs, Temple av
 HUGHSON, WILLIAM GEORGE, Murbarton, Norfolk, Farm Labourer Dec 20 at 1 Off Rec, 3, King st, Norwich
 ISAAC, GEORGE, Williamsdown, Penryn, Glam, Labourer Dec 19 at 3 135, High st, Mersey Tynd
 JAMES, CHARLES THOMAS CLEMENT, Friesbury, nr Rochester, Kent, Author Dec 22 at 12.15 115, High st, Rochester
 JONES, JOHN, Rhosyllon, Denbigh, Collier Dec 20 at 11 The Priory, Wrexham
 KENYON, ALBERT, Heywood, Lancs, Engine Tenter Dec 20 at 10.30 19, Exchange st, Bolton
 KITTLE, JOHN, Bourne, Lincs, Farmer Dec 19 at 11.40 The Law Courts, Peterborough
 MAIRWING, JOHN, and EDGAR S BROWNE, Cwmbran, Mon, Builders Dec 19 at 11 Off Rec, Westgate chmbrs, Newport, Mon
 MOULD, JOHN FLETCHER, Pewsey, Wilt, Seed Merchant Dec 22 at 11 Off Rec, 38, Regent circus, Swindon
 NOBLE, JOHN, THOMAS NOBLE, and HOWLAND NOBLE, Halesington, Westmorland, Farmers Dec 20 at 11 Grosvener Hotel, Stramontia, Kendal
 PITCHFORD, ALFRED, Newport, Salop, Shopkeeper Dec 22 at 10.30 Off Rec, Westhead's Office, 1, Martin st, Stafford

PURSE, JAMES, Foulton, Norfolk, Farmer Dec 19 at 10 Court House, King's Lynn
 RAINE, JOHN, Winders, Westward, Caterer Dec 20 at 11.30 The Grosvenor Hotel, Stranmore, Kendal
 ROGER, JOHN THOMAS, Laidon, Haver, Grocer Dec 20 at 11.30 Temple chambers, Temple av
 RUSSELL-JONES, M. Madson st, Customier Dec 23 at 12 Bankruptcy bldg, Carey st
 SOUTHWELL, ALFRED, Covent Garden Market, Fruit Salesman Dec 23 at 1 Bankruptcy bldg, Carey st
 TAILOR, WILLIAM, Leicester, Boot Manufacturer Dec 19 at 12 Off Rec, 1, Beridge st, Leicester
 WALKER, JOHN ANDREW, Heathcote, nr Doncaster, Blacksmith Dec 19 at 1 Off Rec, 1, Beridge st, Leicester
 WHITTINGHAM, WILLIAM GEORGE, Wandsworth, Piano-forte Manufacturer Dec 23 at 11.30 24, Railway app, London Bridge
 WILKS, ALFRED, Dean st, Holborn, Provision Merchant Dec 23 at 11 Bankruptcy bldg Carey st
 WILSON, JOHN, Chorlton cum Hardy, Builder Dec 19 at 3 Off Rec, Byrom st, Manchester
 WRIGHT, AMOS, Cleethorpes, Builder Dec 19 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ADJUDICATIONS.

ANSTIE, GEORGE, Londwater, Bucks, Builder Aylesbury Pet Dec 9 Ord Dec 8
 AVERY, FREDERICK HENRY, Southsea, Hants Portsmouth Pet Dec 8 Ord Dec 8
 BALL, JAMES, Gt Yarmouth, Lodging house Keeper Gt Yarmouth Pet Dec 9 Ord Dec 9
 BARKER, THOMAS, Toldmore, Sewing Machine Dealer Dudley Pet Dec 8 Ord Dec 8
 BIERACH, EDWARD THOMAS, Hythe, Kent, Butcher Canterbury Pet Dec 6 Ord Dec 6
 BUSCOMBE, LOUIS BURLEIGH, Leeds Leeds Pet Dec 10 Ord Dec 10
 DOUGHERTY, JOHN, Stockton on Tees, Shearman Stockton on Tees Pet Dec 8 Ord Dec 8
 DUCK, ARTHUR EDWARD FREDERICK, Redland, Bristol, Estate Agent Bristol Pet Nov 23 Ord Dec 9
 EDWARDS, ROBERT WILLIAM, HERMOND MALLITT EDWARDS, and ROBERT WILLIAM EDWARDS, JUN, Park av, Edmonton, Builders Edmonton Pet Nov 13 Ord Dec 5
 FELL, MATTHEW PARK, Bayton in Fytton, Butcher Bayton in Fytton Pet Dec 9 Ord Dec 9
 FULLWOOD, BENJAMIN, Bagley, Staffs, Builder Dudley Pet Dec 6 Ord Dec 9
 HARDWICK, WILLIAM, Bagley, Hotel Keeper Canterbury Pet Oct 9 Ord Dec 6
 HEDLEY, JOHN JNR, Bury st, Bloomsbury, Gentleman High Court Pet July 17 Ord Nov 28
 HENSHALL, JOSEPH THOMAS, Wigan, Grocer Wigan Pet Dec 8 Ord Dec 8
 HIGGS, CHRISTOPHER, Hopasy, Salop, Farmer Leominster Pet Dec 8 Ord Dec 8
 HILL, RICHARD, Minkip, nr Boroughbridge, York, Cartwright York Pet Dec 9 Ord Dec 9
 HOLMES, ARTHUR, Bradford, Solicitor Bradford Pet Nov 19 Ord Dec 9
 HOOD, WILLIAM, Stoke Newington, Tea Agent Edmonton Pet Nov 12 Ord Dec 6
 HORSEMAN, WILLIAM, West Hartlepool, Builder Sunderland Pet Nov 25 Ord Dec 9
 JOHNSON, ALBERT WICKES, Rochester, York, Watchmaker Sheffield Pet Dec 8 Ord Dec 8
 KENTON, ALBERT, HAYWOOD, Lancs, Engine Turner Bolton Pet Dec 6 Ord Dec 6
 MAYES, EDWARD ANNE, St Mary the Virgin, Norfolk, Farmer Ipswich Pet Dec 8 Ord Dec 8
 McMILLAN, WILLIAM ANTHONY, Lloyd's av, Fenchurch st High Court Pet Oct 17 Ord Dec 6
 NEAL, DICK, Blisworth, Oxford, Plumber Oxford Pet Dec 10 Ord Dec 10
 PIERCE, WILLIAM, Fenchurch st High Court Pet Sept 3 Ord Dec 6
 PURSE, JAMES, Foulton, Norfolk, Farmer King's Lynn Pet Dec 8 Ord Dec 8
 ROBERTS, ISAAC, GERR, Ponting, nr Carnarvon, Quarryman Bangor Pet Dec 19 Ord Dec 10
 ST CLAIR, CHARLES FREDERICK, Unstons, Derby, Baker Sheffield Pet Dec 9 Ord Dec 8
 SIDWAT, HENRY MALDON, South Shields, Cycle Manufacturer Newcastle on Tyne Pet Nov 8 Ord Dec 9
 TAILOR, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Dec 10 Ord Dec 10
 TAYLOR, JOHN WILLIAM, Cleethorpes, Clerk Gt Grimsby Pet Dec 6 Ord Dec 6
 VAUGHAN, THOMAS, Bristol, Watch Material Maker Bristol Pet Dec 2 Ord Dec 10
 WAINWRIGHT, EDWIN THOMAS, Aston, nr Birmingham, Coachbuilder Birmingham Pet Nov 4 Ord Dec 9
 WHITFIELD, WILLIAM, Stanley, Durham, Miner Newcastle on Tyne Pet Dec 9 Ord Dec 9
 WHITTINGHAM, WILLIAM GEORGE, Wandsworth, Piano-forte Manufacturer Wandsworth Pet Dec 8 Ord Dec 8

ADJUDICATION ANNULLED.

FARSON, FREDERICK IDNY, Stockton on Tees, Printer Stockton on Tees Adjud Ang 11, 1890 Annul Dec 10, 1902

London Gazette.—TUESDAY, Dec 16.

RECEIVING ORDERS.

BATHMAN, ROBERT IRWIN, Whitley, Yorks Bradford Pet Nov 23 Ord Dec 11
 BEIRNE, JAMES, Tinsell, Clothier Stoke on Trent Pet Dec 12 Ord Dec 13
 BELL, GEORGE JACKSON, Wellingborough, Northampton, Carpenter Northampton Pet Dec 13 Ord Dec 13
 BLAD, STEPHEN, Blackpool, Motor Car Engineer Preston Pet Nov 20 Ord Dec 12
 CARTER, GEORGE, Taddington, Butcher Brantford Pet Nov 25 Ord Dec 13
 COOK, NATHAN, Ashton under Lyne, Jeweller Ashton under Lyne Pet Dec 13 Ord Dec 13

COULTHARD, THOMAS, Ashford, Kent, Draper Canterbury Pet Dec 13 Ord Dec 13
 COWLING, JAMES, Easingwold, Yorks, Farmer York Pet Dec 3 Ord Dec 11
 DANKS, JOHN ALFRED, West Bromwich, Baker West Bromwich Pet Dec 11 Ord Dec 11
 DAVIES, MARY ANN, Tylstown, Glam, Stationer Pontypridd Pet Dec 4 Ord Dec 4
 DAVIES, WILLIAM, and THOMAS PARRY EDWARDS, Merthyr Tydfil, Tailors Merthyr Tydfil Pet Dec 11 Ord Dec 11
 DUNLOP, ELLEN JANE, Bradford, Confectioner Bradford Pet Dec 12 Ord Dec 12
 FARMER, GEORGE AUGUST WALTER, Brompton rd, Penambulator Manufacturer High Court Pet Nov 24 Ord Dec 13
 GREENHILL, JOHN STEPHENS, Wimbledon, Beehive Manufacturer Kingston, Surrey Pet Dec 13 Ord Dec 13
 HARRAFORD, SIDNEY HAROLD, Keyham Barton, Devonport, Builder Plymouth Pet Dec 11 Ord Dec 11
 HAY, THOMAS, Whitley Bay, Northumberland, Sign Writer Newcastle on Tyne Pet Dec 12 Ord Dec 12
 HEARNS, EDWARD FARMER, Longstock, Stockbridge, Southampton, Farmer Southampton Pet Dec 12 Ord Dec 12
 HEATFIELD, RICHARD, Lendenhall st High Court Pet Nov 21 Ord Dec 12
 HENSLEY, HENRY ARTHUR, Reading, Engineer Reading Pet Dec 10 Ord Dec 10
 HORSEMAN, WILLIAM, and WILLIAM SOTHERAN, West Hartlepool, Builders Sunderland Pet Nov 25 Ord Dec 11
 JACKSON, G. H., East India av, Bookmaker High Court Pet Oct 23 Ord Dec 13
 JOHNS, ISAAC, Pontypool, Mon, Collier Newport, Mon Pet Dec 12 Ord Dec 12
 MAYES, JULIUS, Diapers gins High Court Pet Sept 18 Ord Dec 6
 MOSS THOMAS ARTHUR, Herne Bay, Coal Merchant Canterbury Pet Dec 13 Ord Dec 13
 OWENS, FREDERICK JOHN, and THOMAS ANTHONY PIERCE, Barnaby rd, Laundry Proprietors High Court Pet Dec 11 Ord Dec 11
 PRICE, ALFRED EDWARD, Cardiff, Florist Cardiff Pet Dec 11 Ord Dec 11
 RAVENSCROFT, JOHN, Northwich, Wheelwright Crewe Pet Dec 13 Ord Dec 13
 ROBERTS, WILLIAM, Pantidun, Llanberis, Carnarvon, Engine Driver Bangor Pet Dec 19 Ord Dec 13
 SMITH, Enoch, Wolverhampton Wolverhampton Pet Dec 12 Ord Dec 12
 SMITH & Co, J. B., Featherstone st, Grocers High Court Pet Nov 17 Ord Dec 11
 SMITH, WILLIAM LAWRENCE, Stratford, Boot Dealer High Court Pet Dec 12 Ord Dec 12
 STUART, JOHN, Watford, Herts High Court Pet Oct 31 Ord Dec 11
 STUBBS, REUBEN ALFRED, Leeds, Drapers Leeds Pet Dec 12 Ord Dec 12
 VOTNEY, WILLIAM, Kingston on Thames, Butcher King's Lynn, Surrey Pet Nov 27 Ord Dec 11
 WALKER, RAY, Mansfield, Notrs, Grocer Nottingham Pet Nov 10 Ord Dec 5
 WARDLE, FREDERICK CHARLES, Oswestry, Salop, Debt Collector Wrexham Pet Dec 9 Ord Dec 9
 WATSON, SAYLES, Southshore, Lincs, Coach Builder Gt Grimsby Pet Dec 9 Ord Dec 9
 WATTS ROWLAND, Marsh Park, Essex, Outfitter High Court Pet Dec 13 Ord Dec 13
 WILLIAMS, YATES, H's, Chebsey, Insurance Broker Manchester Pet Dec 13 Ord Dec 13
 WIVELL, FREDERICK GEORGE, and ARTHUR ELI WIVELL, Gt Grimsby, Painters Gt Grimsby Pet Dec 10 Ord Dec 10

Amended notice substituted for that published in the London Gazette of Nov 7:

DYSON, ENNA, Bengeworth, Evesham, Boot Maker Worcester Pet Nov 8 Ord Nov 8

Amended notice substituted for that published in the London Gazette of Dec 9:

CONSTABLE, EDWARD HARRY, Windsor, Baker Windsor Pet Dec 8 Ord Dec 8

FIRST MEETINGS.

ANSTIE, GEORGE, Londwater, Bucks, Builder Dec 23 at 12 1, St Aldate's, Oxford
 BEIRNE, JAMES, Tinsell, Clothier Stoke on Trent Dec 23 at 3 Off Rec, 14, Chapel st, Preston
 BROADBENT, CAROLINE, Newport, Mon, Grocer and Baker Dec 23 at 11 Off Rec, Westgate chambers, Newport, Mon
 BUTTERWORTH, FRANK, Rochdale, Grocer Dec 23 at 11.15 Townhall, Rochdale
 CONSTABLE, EDWARD HARRY, Windsor, Baker Dec 23 at 12 95, Temple chambers, Temple av
 COWLING, JAMES, Easingwold, Yorks, Farmer Dec 24 at 11.30 Off Rec, The Red House, Duncombe st, York
 DIBDAL, JOHN, Spenny-moor, Durham, Commission Agent Dec 23 at 12 Off Rec, 25, John st, Sunderland
 EYRE, HENRY JAMES MORTON, Drapery, nr Derby, Farmer Dec 23 at 11 Off Rec, 47, Fall st, Derby
 FARMER, GEORGE AUGUST WALTER, Brompton rd, Penambulator Manufacturer Dec 23 at 11 Bankruptcy bldg, Carey st
 GAUNT, CHARLES, Gt Grimsby Dec 23 at 11 Off Rec, 15, Osborn st, Gt Grimsby
 GRAY, WILLIAM EDGAR, New Broad st, Company Promoter Dec 23 at 2.30 Bankruptcy bldg, Carey st
 GRAVES, JOHN HOLMES, Harringay, Architect Dec 23 at 12 Bankruptcy bldg Carey st
 HALL, JOHN MASON, Walsore, Coventry Warwick, Farmer Dec 23 at 12 174, Corporation st, Birmingham
 HENSHALL, JOSEPH THOMAS, Wigan, Grocer Dec 23 at 10 Court House, Wigan
 HILL, RICHARD, Minkip, nr Boroughbridge, York, Cartwright Dec 23 at 11.30 Off Rec, The Red House, Duncombe st, York
 HORSEMAN, WILLIAM, and WILLIAM SOTHERAN, West

Hartlepool, Builders Dec 23 at 2.30 Grand Hall, West Hartlepool
 JACKSON, ARNER HARRY, Sheffield, Draper's Assistant Dec 23 at 12 Off Rec, Figure in, Sheffield
 JARROS, BERTIE ALFRED, Gutter in, Trimming Market Dec 20 at 12 Bankruptcy bldg, Carey st
 JOHNSON, ALBERT WICKES, Rochester, Yorks, Watchmaker Dec 23 at 12.30 Off Rec, Figure in, Sheffield
 JONES, EDWARD MARK, St Quintin av, Kensington, Book Canvasser Dec 20 at 2.30 Bankruptcy bldg, Carey st
 KIMBERLEY, JOHN, Franchise st, Pary Baxt, Staffs, Pet Dealer Dec 23 at 11 174, Corporation st, Birmingham
 LANFENT, FREDERICK, Queen Victoria st, Merchant Dec 20 at 11 Bankruptcy bldg, Carey st
 MCINTOSH, DAVID, Gosforth, Northumberland, Draper Dec 23 at 11.30 Off Rec, 33, Mosley st, Newcastle on Tyne
 MAYES, EDWARD ANNE, St Mary the Virgin, Norfolk, Farmer Dec 20 at 2 Royal Hotel, Norwich
 MOODY, GEORGE CLARK, and OLUF LUDWIG LITWALL, Newcastle on Tyne, Coal Merchants Dec 23 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
 RICHARDS, GEORGE, Widnes Dec 20 at 10.30 Off Rec, 3, Victoria st, Liverpool
 SPIEGELFELD, GEORGE WILLIAM, Gt Yarmouth, Surgeon Dec 23 at 10.30 The Star Hotel, Gt Yarmouth
 STUART, JOHN, Watford Dec 20 at 12 Bankruptcy bldg, Carey st
 TAYLOR, JOHN WILLIAM, Cleethorpes, Clerk Jan 1 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby
 TURNBULL, THOMAS EDWARD, Boodle, Lancs, Baker Dec 23 at 12 Off Rec, 35, Victoria st, Liverpool
 WARDLE, FREDERICK CHARLES, Oswestry, Debt Collector Dec 23 at 12 Off Rec, Crypt chambers, Eastgate av, Chester
 WHITFIELD, WILLIAM, Stanley, Durham, Miner Dec 23 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

ADJUDICATIONS.

BEIRNE, JAMES, Tinsell, Clothier Stoke upon Trent Pet Dec 12 Ord Dec 13
 BELL, GEORGE JACKSON, Wellingborough, Northampton, Carpenter Northampton Pet Dec 13 Ord Dec 13
 BOUSTEAD, HENRY JAMES, Farnley, Lancs, Greenhouse Liverpool Pet Nov 20 Ord Dec 12
 COOK, JOSEPH, Coventry, Hay Dealer Coventry Pet Dec 2 Ord Dec 11
 COWLING, JAMES, Easingwold, Yorks, Farmer York Pet Dec 3 Ord Dec 13
 CRAIGIE, GEORGE SIMPSON, Pockham, Timber Merchant High Court Pet Nov 27 Ord Dec 12
 DANKS, JOHN ALFRED, West Bromwich, Baker West Bromwich Pet Dec 11 Ord Dec 11
 DAVIES, MARY ANN, Tylstown, Glam, Stationer Pontypridd Pet Dec 4 Ord Dec 4
 DAVIES, WILLIAM, and THOMAS PARRY EDWARDS, Merthyr Tydfil, Tailors Merthyr Tydfil Pet Dec 11 Ord Dec 11
 DICKIE, W. H., Twickenham Brantford Pet Nov 12 Ord Dec 11
 DREDDER, FREDERICK, Snow Hill, Licensed Victualler High Court Pet Nov 13 Ord Dec 12
 DUNLOP, ELLEN JANE, Bradford, Confectioner Bradford Pet Dec 12 Ord Dec 12
 GREENHILL, JOHN STEPHENS, Wimbledon, Beehive Manufacturer Kingston, Surrey Pet Dec 13 Ord Dec 13
 HARRAFORD, SIDNEY HAROLD, Keyham Barton, Devonport, Builder Plymouth Pet Dec 11 Ord Dec 11
 HEARNS, EDWARD FARMER, Longstock, Southampton, Farmer Southampton Pet Dec 12 Ord Dec 12
 HENSLEY, HENRY ARTHUR, Reading, Engineer Reading Pet Dec 12 Ord Dec 10
 HITCHINGS, WILLIAM HENRY, and FRANCIS HENRY OWEN, St George, Bristol, Boot Manufacturers Bristol Pet Dec 12 Ord Dec 11
 JONES, ISAAC, Pontypool, Collier Newport, Mon Pet Dec 12 Ord Dec 12
 MOSS THOMAS ARTHUR, Herne Bay, Coal Merchant Canterbury Pet Dec 13 Ord Dec 13
 ONE HIGH ENGINEER, Gracechurch st, Shipping Merchant High Court Pet Oct 23 Ord Dec 11
 POTTER, GEORGE REES, Adelaide pl, London Bridge, Shipping Agent High Court Pet Sept 29 Ord Dec 13
 RAVENSCROFT, JOHN, Northwich, Wheelwright Crewe Pet Dec 13 Ord Dec 13
 ROBERTS, WILLIAM, Pantidun, Carnarvon, Engine Driver Bangor Pet Dec 19 Ord Dec 13
 SIMMONS, JOSEPH BENJAMIN, Bridgewater sq, Barbours, Ostrich Feather Manufacturer High Court Pet Dec 4 Ord Dec 10
 SMITH, Enoch, Wolverhampton Wolverhampton Pet Dec 12 Ord Dec 12
 SMITH, WILLIAM LAWRENCE, Stratford, Boot Dealer High Court Pet Dec 12 Ord Dec 12
 STUBBS, REUBEN ALFRED, Leeds, Drapers Leeds Pet Dec 12 Ord Dec 12
 WARDLE, FREDERICK CHARLES, Oswestry, Debt Collector Wrexham Pet Dec 9 Ord Dec 9
 WATSON, SAYLES, Southshore, Lincs, Coachbuilder Gt Grimsby Pet Dec 9 Ord Dec 9
 WHITNEY, REGINALD WILLIAM GEORGE, Pipe st, Advertising Agent High Court Pet Oct 16 Ord Dec 13
 WILLIAMS JAMES THOMAS, Tooting, Builder Wandsworth Pet Sept 25 Ord Dec 13
 WILLIAMS, YATES, H's, Chebsey, Insurance Broker Manchester Pet Dec 13 Ord Dec 13
 WIVELL, FREDERICK GEORGE, and ARTHUR ELI WIVELL, Gt Grimsby, Painters Gt Grimsby Pet Dec 10 Ord Dec 10

Amended notice substituted for that published in the London Gazette of Nov 7:

DYSON, ENNA, Bengeworth, Evesham, Boot Maker Worcester Pet Nov 8 Ord Nov 8

Amended notice substituted for that published in the London Gazette of Dec 9:

CONSTABLE, EDWARD HARRY, Windsor, Baker Windsor Pet Dec 8 Ord Dec 8